

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berkley Operations, LLC		12/13/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AG Thermoforming, LLC		
Street Address:	14450 Industry Circle		
City:	La Mirada		
State/Country:	CALIFORNIA		
Postal Code:	90638		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77889784	FREIGHTBUSTER	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
Phone:	214-981-3483		
Email:	dclark@sidley.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:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	32878-10120		
NAME OF SUBMITTER:	Dusan Clark		
Signature:	/Dusan Clark/		

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Date:

12/14/2011

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”), dated as of December 13, 2011, is by and between Berkley Operations, LLC, a California limited liability company (previously known as “AG Thermoforming, LLC” and hereafter “**Assignor**”) to AG Thermoforming, LLC, a California limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A and B (the “**Assigned IP**”);

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated as of the date hereof (as amended, modified or otherwise supplemented from time to time, the “**Contribution Agreement**”), providing for, among other things, the transfer by Assignor to Assignee of various assets and properties relating to the Business (as such term is defined in the Contribution Agreement, including the Assigned IP; and

WHEREAS, pursuant to the Contribution Agreement, Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the applicable intellectual property offices.

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

1. Assignment of Trademarks and Tradenames. Effective as of the date hereof, and pursuant to the Contribution Agreement, Assignor transfers, conveys, assigns, grants and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all rights to sue for past, present and future infringement of the trademarks, and the right of recovery, including but not limited to damages for past, present and future infringement; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Assignment of Patents. Effective as of date hereof, and pursuant to the Contribution Agreement, Assignor transfers, conveys, assigns, grants and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto, including all issued patents, patent applications and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (ii) all rights to sue for past, present and future infringement of the patent rights, and the right of recovery, including but not limited to damages for past, present and future infringement; and (iii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its

own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

3. Successors and Assigns. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of California without giving effect to the conflict of laws rules thereof.
5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
6. Miscellaneous. This Assignment is subject to all the terms and conditions of the Contribution Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Contribution Agreement.
7. Conflict Between this Assignment and the Contribution Agreement. This Assignment is subject to the Contribution Agreement, the terms and provisions of which are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Contribution Agreement, the applicable terms and provisions of the Contribution Agreement will govern and prevail.

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

ASSIGNOR

BERKLEY OPERATIONS, LLC,

By: PPL CE Holdings, LLC, its Manager

By:  _____

Name: Jonathan Tunis

Title: Authorized Signatory

[Signature Page to IP Assignment Agreement]

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ACCEPTED BY:

ASSIGNEE

AG THERMOFORMING, LLC,

By: Berkley Operations, LLC, its Manager

By: PPL CE Holdings, LLC, its Manager

By: 

Name: Jonathan Tunis

Title: Authorized Signatory

[Signature Page to IP Assignment Agreement]

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**Schedule A
Trademarks**

MARK	COUNTRY	SER. NO.	FILE DATE	REG. NO.	REG. DATE
FREIGHTBUSTER	US	77889784	12/09/2009	N/A	N/A

Licensed Trademarks

MARK	COUNTRY	SER. NO.	FILE DATE	REG. NO.	REG. DATE
HARVESTMARK	US	77179661	5/13/2007	3377637	2/05/2008

**Schedule B
Patents**

Issued Patents

FM Ref.	Title	Country	Patent No.	Issue Date
PPLUS-01009US0	CONTAINER WITH HINGED LID (design)	US	D604,604	11/24/2009
PPLUS-01012US0	CONTAINER WITH COMPLEMENTARY SAWTOOTH FEATURES ON LID AND BASKET TO FACILITATE OPENING (design)	US	D628,472	12/07/2010
PPLUS-01002US1	STACKABLE CONTAINER WITH SUPPORT STRUCTURE	US	8066149	11/29/2011

Pending Applications

FM Ref.	Title	Country	App. No.	Filing Date
PPLUS-01000US1	BASKET HAVING IMPROVED SIDEWALL STRUCTURE	US	11/754,166	5/25/2007
PPLUS-01008US1	CONTAINER WITH COMPLEMENTARY SAWTOOTH FEATURES ON LID AND BASKET TO FACILITATE OPENING	US	12/943,730	11/10/2010