Form <b>PTQ-1595</b> (Rev. 10/02)	REC	09-26-2	2003 ET	U.S. Patent and Trademark O
О́MB No. 0651-0027 (				38949/286202
Tab settings ⇒ ⇒	ble Commissioner of r	1025602	204	d original documents or copy thereof.
1. Name of conveyir Jerry W. PEARCE TURNEDGE AMERIC	ng party(ies): A, LLC	9-24-03 ached?□Yes ⊠ No		s of receiving party(ies)
<ul> <li>3. Nature of convey</li> <li>Assignment</li> <li>Security Agr</li> <li>Other</li> </ul>	eement 🗌	Merger Change of Name		State: GeorgiaZip: 3007
Execution Date: Aug			Additional Name(s) 8	address(es) attached? 🗌 Yes 🛛
5. Name and addres			6,039,4 ached? □ Yes ⊠ No	FINAN
concerning this d	ocument should be r			
Name <u>: John S. Pra</u> Internal Address: <u>Ki</u>			7. Total fee (37 CFR	3.41)\$ <u>40.00</u>
Suite 2800			Authorized to	be charged to deposit account
Street Address: <u>110</u>	0 Peachtree Street		8. Deposit account nu 11-0855	umber:
City: Atlanta	State: GA	Zip: 30309	(Attach duplicate cop	y of this page if paying by deposit acc
· · · · · · · · · · · · · · · · · · ·		DO NOT USE	E THIS SPACE	
<i>is a true copy of t</i> <u>Vaibhav P. Kadab</u> Name of	v knowledge and beli the original documen ta, Reg. No. 45,865 Person Signing Total numb	t. Varh	nation is true and corre Signature cover sheet, attachmen	ct and any attached copy 9/18/03 Date ts, and documents: 04
003 ECOOPER 00000130 021 1586892	6039494 40.00 GP			
				DATENT

## ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS ("Assignment") is made as of August <u>12</u>, 2002 by Turnedge America, LLC, f/k/a TEA, LC, a Virginia limited liability company, and Jerry W. Pearce (collectively, "Assignors"), and Rock-Tenn Converting Company, a Georgia corporation ("Assignee").

## RECITALS

Assignee and Assignors are parties to a certain Equipment Purchase Agreement dated as of August 12, 2002 (the "Agreement"), pursuant to which Assignors have agreed to transfer to Assignee and Assignee has agreed to accept the transfer from Assignors certain "Equipment" and "Intellectual Property" (as defined in the Agreement) related to Assignors' Business as defined in the Agreement, including, without limitation certain patents, trademarks and trade names of Assignors used in connection with the Business. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively 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 rights hereunder.

In accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under Assignors' registered and unregistered domestic and foreign patents, trademarks, service mark and trademark applications and trade names listed on <u>Schedule A</u> annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks"), which Marks are used in connection with the Business.

NOW, THEREFORE, Assignors, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under the Marks, together with all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws thereof.

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This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignors have caused authorized individuals to execute this Assignment as of the date first written above.

ASSIGNORS TURNEDGE AMERIC By Jenv W. Pearce Ity

ASSIGNEE

ROCK-TENN CONVERTING COMPANY

Ву: \_\_\_\_\_

Its:

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IN WITNESS WHEREOF, Assignors have caused authorized individuals to execute this Assignment as of the date first written above.

## ASSIGNÓRS

TURNEDGE AMERICA, LLC

By: \_\_\_\_\_

Jerry W. Pearce

Its: \_\_\_\_\_'

ASSIGNEE

ROCK-TENN CONVERTING COMPANY

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## **TURNEDGE INTELLECTUAL PROPERTY**

Patent/Trademark Name	Owner/Inventor(s)	Serial No.	Registration No.	Issue Date	Expiration Date	Current Status
(T) TURNEDGE AMERICA INC (design)	Turnedge Arnerica, Inc. (Owner)	75-807,054	2,431,079	2-27-2001	2-27-2011	Graphic Service Mark
(T) TURNEDGE AMERICA INC	Turnedge America, Inc. (Owner)	75-808,465	2,421,017	1-16-2001	1-16-2011	Word Mark
(P) Web Process for Making a Binder Case	Jerry W. Pearce; Robert S. Schusessler (Inventors) – no assignments have been	10/098,995		Not issued		This application was filed on March 15, 2002. It is awaiting review at the patent office.
(P) Web Roll Laminale and a Process For Making a Binder Case From Said Web Roll Laminate	recorded Jerry W. Pearce; Robert S. Schusessler; (Inventors) - no assignments have been recorded	09/612,409		Not issued		This application was filed on 6/30/2000.
(P) Casing Board Including Clear Overlay Defining Exterior Pocket	Jerry W. Pearce (Inventor/Owner) – no assignments have been recorded	09/093,329	6,039,494	3-21-2000	June 8, 2018	Issued and active
Bindersamerica, LLC						Not trademarked, however, is considered "intellectual property" of Turnedge (exclusive property of Turnedge – including any and all derivations of "Bindersamerica, LLC")
TEA, LC						Not trademarked, however, is considered "intellectual property" of Turnedge (exclosive property of Turnedge – including any

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