

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Smurfit-Stone Container Enterprises, Inc.	06/30/2006
RECEIVING PARTY DATA	
Name:	Bluegrass Container Company, LLC
Street Address:	301 Commerce Street, Suite 3300
Internal Address:	c/o Texas Pacific Group
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5474383
CORRESPONDENCE DATA	
Fax Number:	(314)612-2307
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-621-5070
Email:	mglaus@armstrongteasdale.com
Correspondent Name:	Daniel M. Fitzgerald
Address Line 1:	One Metropolitan Square, Suite 2600
Address Line 2:	Armstrong Teasdale LLP
Address Line 4:	St. Louis, MISSOURI 63102-2740
ATTORNEY DOCKET NUMBER:	26966-2 (91)
NAME OF SUBMITTER:	Patrick W. Rasche
Total Attachments: 9	
source=Patent Assignment - Smurfit Canada SSCE to Bluegrass LLC (S2159990)#page1.tif	
source=Patent Assignment - Smurfit Canada SSCE to Bluegrass LLC (S2159990)#page2.tif	

CH \$40.00 5474383

PATENT

500215250

REEL: 018816 FRAME: 0837

source=Patent Assignment - Smurfit Canada SSCE to Bluegrass LLC (S2159990)#page3.tif
source=Patent Assignment - Smurfit Canada SSCE to Bluegrass LLC (S2159990)#page4.tif
source=Patent Assignment - Smurfit Canada SSCE to Bluegrass LLC (S2159990)#page5.tif
source=Patent Assignment - Smurfit Canada SSCE to Bluegrass LLC (S2159990)#page6.tif
source=Patent Assignment - Smurfit Canada SSCE to Bluegrass LLC (S2159990)#page7.tif
source=Patent Assignment - Smurfit Canada SSCE to Bluegrass LLC (S2159990)#page8.tif
source=Patent Assignment - Smurfit Canada SSCE to Bluegrass LLC (S2159990)#page9.tif

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Agreement") is effective as of June 30, 2006 (the "Effective Date"), by and between:

Smurfit-Stone Container Enterprises, Inc., a corporation incorporated under the laws of Delaware ("SSCE"), and Smurfit-Stone Container Canada Inc., a company continued under the Companies Act (Nova Scotia) ("Smurfit Canada" and, together with SSCE, collectively referred to as the "Assignors") and

Bluegrass Container Company, LLC ("Assignee"), a limited liability company under the laws of Delaware having a business address at c/o Texas Pacific Group, 301 Commerce Street, Suite 3300, Fort Worth, TX 76102, attention: David Spuria.

WHEREAS, pursuant to the Asset Purchase Agreement dated as of May 11, 2006 among Assignors and Assignee ("Asset Purchase Agreement"), Assignors agree to assign, transfer and convey all of Assignors' right, title and interest in and to the Patents (as defined below); and

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Asset Purchase Agreement and intending to be legally bound hereby, Assignors and Assignee hereby agree as follows:

1. Assignors hereby assign, transfer and convey to Assignee the patent rights set forth on Schedule A hereto, including all continuing and continuation-in-part applications claiming priority thereto, and all patents of the United States which may be granted thereon, and all reissues and extensions of the foregoing, including all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived therefrom under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the foregoing in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, and all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto (collectively, the "Patents").

2. Assignee is to hold all right, title and interest in and to the Patents as fully and exclusively as it would have been held and enjoyed by Assignors had the assignment in Section 1 not been made. Assignors shall not contest Assignee's ownership of the Patents, including in any claim, action, arbitration, suit, inquiry or proceeding.

3. Assignors will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Patents in Assignee. Assignors hereby authorize Assignee to request the relevant government entity or agency to record Assignee as the assignee and owner of the Patents.

4. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to the principles of conflicts of laws thereof).

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

SMURFIT-STONE CONTAINER ENTERPRISES, INC.

Name:

Title:

SMURFIT-STONE CONTAINER CANADA, INC.

Name:

Title:

BLUEGRASS CONTAINER COMPANY, LLC

Name:

Title:

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

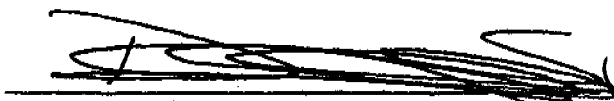
SMURFIT-STONE CONTAINER ENTERPRISES, INC.



Name:

Title:

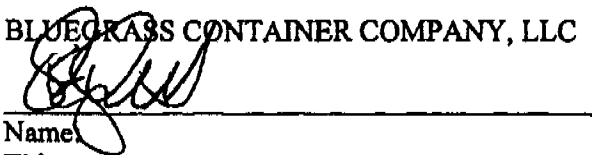
SMURFIT-STONE CONTAINER CANADA, INC.



Name:

Title:

BLUEGRASS CONTAINER COMPANY, LLC



Name:

Title:

SCHEDULE A**Registered U.S. Patents****Folding Cartons - U.S. Utility Patents**

<u>Patent No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
4,989,735	Dispensing Carton	2-5-91	8-13-10
5,098,014	Collapsible Self-Locking Paperboard Carton	3-24-92	8-11-11
5,518,174	Lined Carton w/Sift Resistant Dispensing Feature	5-21-96	9-1-15
5,660,324	Dispensing Carton w/Integral Pour Spout	8-26-97	6-27-16
5,680,986	Carton w/Pour Spout Formed by Liner	10-28-97	12-17-16
5,788,102	Flip Top Carton w/Positive Side Lock	8-4-98	8-19-06
5,941,377	Beverage Carrier w/Separate Partitions	8-24-99	10-27-17
5,944,183	Carton w/Glued Liner Incorporating an Integral Cell	8-31-99	3-30-18
6,041,920	Beverage Carrier with Separate Partitions	3-28-00	8-16-19
6,216,943 B1	Fresh Fold Package	4-17-01	4-3-20
6,227,440	Pre-lined Carton w/Dispensing Spout	5-8-01	2-22-19
6,349,866 B1	Paperboard Can w/an Integrated Paperboard Lid Having a Hinge on the Lid	2-26-02	11-10-19
6,390,358 B1	Paperboard Can w/an Integrated Paperboard Lid Having a Hinge on the Lid	5-21-02	5-21-22
6,471,122 B1	Paperboard can w/an Integrated Lid Having a Slide Closure	10-29-02	11-10-19
6,585,153 B2	Fresh Fold Package	7-1-03	3-5-21

PATENT**REEL: 018816 FRAME: 0842**

Folding Cartons - U.S. Utility Patents

<u>Patent No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
6,644,473	Carton for Holding and Balls	11-11-03	9-24-21
6,644,541	Paperboard Container w/Tear-Strip Opening ("ZIP-STRIP")	11-11-03	11-2-21
6,910,623 B	Paperboard Can w/an Integrated Lid Having a Hinge on the Lid	6-18-05	6-28-22
6,960,748 B2	Collapsible Microwave Popcorn Box	11-1-05	10-9-23

Folding Cartons - U.S. Design Patents

<u>Patent No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Des. 424,433	Carton	5-9-00	5-9-14
Des. 485,754	Paperboard Container w/Flip-Top Lid	2-27-04	2-17-18
Des. 487,870S	Container w/Top Opening	3-30-04	3-30-18
Des. 513,175S	Flip-Top Lid	12-27-05	12-27-19

Folding Cartons - U.S. Patent Applications

<u>Patent No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
10/831,987	Integrated Carton Lid Designs Twin Pack Beverage Carrier Alternative Tab Identifiers for Clam Shell Cartons ShapeFX (4 patent applications in process)		
10/160,957	Paperboard Container with Flip Top Lid	1-27-04	

Multiwall Bags - U.S. Patents

<u>Patent No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
-------------------	--------------------	-------------------	------------------------

Multiwall Bags - U.S. Patents

<u>Patent No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
4,982,873	Two Stage Auger System for Filling Commercial Valve Bags	1-8-91	10-7-08
5,244,532	Ultrasonic Anvil Cartridge	9-14-93	9-14-10
5,244,682	Cooking Apparatus and Process for Cooking Food Therewithin	9-14-93	9-14-10
5,314,252	Sealable Square Bottom Container Apparatus	5-24-94	10-9-12
5,326,576	Container Apparatus	7-5-94	7-5-11
5,399,022	Venting Structure for a Multiple Ply Bag	3-21-95	2-25-13
5,400,837	Multi-station Filling Apparatus and Process for Filling Bulk Containers	3-28-95	3-26-12
5,405,198	Protected Seal Bag Construction	4-11-95	10-8-12
5,474,383	Flexible Container Apparatus w/Substantially Rectangular- Bottomed Configuration Therefrom	12-12-95	1-26-15
5,516,210	Self-Closing Sealable Valve Bag	5-14-96	5-10-14
5,620,542	Apparatus and Method for Sealing Valved Bags Transported by a Conveyor	4-15-97	12-13-14
5,644,900	Multiwall Bag	7-8-97	7-8-14
5,718,514	Multiwall Bag	2-17-98	2-17-16
5,806,982	Self-Closing Sealable Valve Bag	9-15-98	5-10-16
5,840,002	Substantially Rectangular-Bottomed Container and Method for Manufacturing Same	11-24-98	3-29-16
5,967,664	Sift Proof Valve Bag	10-19-99	8-24-18
6,092,930	Self-Closing Sealable Valve Bag	7-25-00	5-31-18

PATENT

REEL: 018816 FRAME: 0844

Multiwall Bags - U.S. Patents

<u>Patent No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
6,120,184	Bag Apparatus w/Reclosable Pour Spout	9-19-00	11-17-19
6,328,471 B1	Pinch Bottom Bag w/Easy Open Feature	12-11-01	12-8-19
6,328,472 B1	Bag Apparatus w/Pour Spout	12-11-01	8-18-20
6,599,016	Pinch Bottom Bag w/Tear Strip	7-29-03	2-14-22
6,748,723 B2	Apparatus and Method for Filling and Sealing Valved Bags	6-15-04	11-19-21
6,932,508 B2	Positive Valve Closure for Plastic-Lined Bags and Method for Making Same	8-23-05	12-20-22
ROI / In-Process	Apparatus & Method for Sensing a Container Positioned About a Filling Spout Docket No. 80006-556		

Multiwall Bags - Foreign Patents

<u>Title</u>	<u>Patent App./Country</u>	<u>Patent No.</u>	<u>Corresponding U.S. Patent No.</u>
Bag Apparatus w/Reclosable Pour Spout	EPC	00978822.5	
Pinch Bottom Bag w/Easy Open Feature	EPC	00992878.9	
Self-Closing Sealable Valve Bag	Japan	529182/1995	3,561,883
Self-Closing Sealable Valve Bag	Japan	541012/1997	3,182,692
Multi-wall Bag	Mexico	94-5551	
Self-Closing Sealable Valve Bag	Mexico	PA/a/1996/005466	198964
Self-Closing Sealable Valve Bag	Mexico	989336	212751
Self-Closing Sealable Valve Bag	New Zealand	285620	
Apparatus and Method for Filling and Sealing Valved Bags	New Zealand	526009	

Multiwall Bags – Foreign Patents

<u>Title</u>	<u>Patent App./Country</u>	<u>Patent No.</u>	<u>Corresponding U.S. Patent No.</u>
Self-Closing Sealable Valve Bag	PCT	PCT/US95/05795	08/240,131
Apparatus and Method for Sealing Valved Bags	Australia	2002239315	
Self-Closing Sealable Valve Bag	Australia	199731226	739015
Self-Closing Sealable Valve Bag	Canada	2,189,273	
Self-Closing Sealable Valve Bag	Canada	2,253,961	
Apparatus and Method for Filling and Sealing Valved Bags	Canada	2,428,882	
Multi-wall Bag	Canada	2,128,261	

Flexible Packaging - U.S. Patents

<u>Patent No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
4,680,207	Thermoplastic Sack	7-14-87	7-23-06
5,443,866	Uni-Axially Co-Oriented Thermoplastic Film and Bags Made Therefrom	8-22-95	
4,677,007	Thermoplastic Sack	6-30-87	
4,576,844	Thermoplastic Shipping Bag	3-18-86	
4,681,781	Shipping Bag	7-21-87	
4,672,684	Thermoplastic Bag	6-9-87	

Flexible Packaging – Foreign Patents

<u>Title</u>	<u>Patent App./Country</u>	<u>Patent No.</u>	<u>Corresponding U.S. Patent No.</u>
Shipping Bag	Canada	1,228,578	4,681,781

Flexible Packaging – Foreign Patents

<u>Title</u>	<u>Patent App./Country</u>	<u>Patent No.</u>	<u>Corresponding U.S. Patent No.</u>
Uni-Axially Co-Oriented Thermoplastic Film and Bags Made Therefrom	Canada	2,114,657	5,443,866
Thermoplastic Sack	Canada	1,286,642	4,680,207 or 4,677,077
Thermoplastic Bag	Canada	1,235,094	
Thermoplastics Bag	Canada	1,286,642	

PATENT