

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Atlantis Plastics, Inc.	10/10/2008

RECEIVING PARTY DATA

Name:	Custom Plastic Solutions, LLC
Street Address:	390 Community Drive
City:	Henderson
State/Country:	KENTUCKY
Postal Code:	42420

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	5918426
Patent Number:	D407831
Patent Number:	6050037
Patent Number:	6336303
Patent Number:	7240461
Patent Number:	6521371
Application Number:	10852993

CORRESPONDENCE DATA

Fax Number: (212)446-4900

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2129093078

Email: szablocki@kirkland.com

Correspondent Name: Kirkland & Ellis LLP; Att:Susan Zablocki

Address Line 1: 153 East 53rd Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

41912-47

**PATENT**

**500707891**

**REEL: 021849 FRAME: 0500**

CH \$280.00 5918426

NAME OF SUBMITTER:

Susan Zablocki

**Total Attachments: 7**

source=Assignment of Transferred Intellectual Property#page1.tif

source=Assignment of Transferred Intellectual Property#page2.tif

source=Assignment of Transferred Intellectual Property#page3.tif

source=Assignment of Transferred Intellectual Property#page4.tif

source=Assignment of Transferred Intellectual Property#page5.tif

source=Assignment of Transferred Intellectual Property#page6.tif

source=Assignment of Transferred Intellectual Property#page7.tif

**PATENT**

**REEL: 021849 FRAME: 0501**

## ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY (this "Agreement"), is made and entered into as of the 10<sup>th</sup> day of October, 2008, by and among (i) Atlantis Plastics, Inc., a Delaware corporation ("Parent"), Atlantis Molded Plastics, Inc., a Florida corporation, Pierce Plastics, Inc., a Delaware corporation, Extrusion Masters, Inc., an Indiana corporation, and Atlantis Plastics Injection Molding, Inc., a Kentucky corporation and, solely with respect to its interest in the Shared Computer Equipment and for no other purpose, Atlantis Plastics Films, Inc. (each, with Parent, a "Seller" and collectively, "Sellers"), and (ii) Custom Plastic Solutions, LLC, a Delaware limited liability company ("Purchaser").

## RECITALS

A. Sellers own certain Intellectual Property used or held for use in the operation of its business.

B. Sellers and Purchaser have entered into an Asset Purchase Agreement dated as of August 9, 2008 (the "Purchase Agreement"), pursuant to which Purchaser is acquiring the Purchased Assets, including, without limitation, the Seller's rights and interests in and to the Transferred Intellectual Property as defined in the Asset Purchase Agreement, including that set forth on Exhibit A attached hereto.

C. The execution and delivery of this Agreement is a Closing deliverable under the Purchase Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Purchaser hereby agree as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Purchase Agreement.

2. Pursuant to the Purchase Agreement and in accordance with the terms thereof, Sellers hereby assign to Purchaser and Purchaser hereby accepts assignment of all of Sellers' rights, titles and interests in and to the Transferred Intellectual Property, including that set forth on Exhibit A attached hereto. Notwithstanding anything to the contrary contained in this Agreement, Purchaser does not purchase, or acquire any right, title or interest in, any Retained Names and Marks.

3. No Persons other than Sellers, Purchaser and their respective successors and permitted assigns shall have any rights hereunder.

4. Sellers and Purchaser shall each execute, acknowledge (if appropriate) and deliver, or cause the execution, acknowledgement and delivery of, such further documents and instruments as may reasonably be requested by the other party hereto to implement the purposes of this Agreement.

5. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code.

6. This Agreement is executed and delivered pursuant to the Purchase Agreement, and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement. To the extent there is any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, then the terms of the Purchase Agreement shall control.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to be one and the same instrument. Any counterpart may be executed by facsimile signature or email with scan attachment and such facsimile signature or email with scan attachment shall be deemed an original.

*[The remainder of this page left intentionally blank; signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Transferred Intellectual Property as of the date first written above.

**SELLERS:**

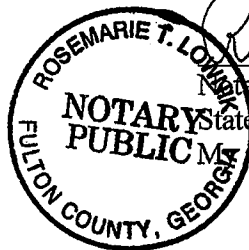
**ATLANTIS MOLDED PLASTICS, INC.**

a Florida Corporation

By: V. M. Philbrook

Name: V. M. Philbrook

Title: President



Rosemarie T. Lowmyer  
Notary Public 10/8/08

State of Georgia at Large

My Commission Expires

ROSEMARIE LOWMYER

NOTARY PUBLIC

FULTON COUNTY, GEORGIA

COMMISSION EXPIRES JANUARY 9, 2009

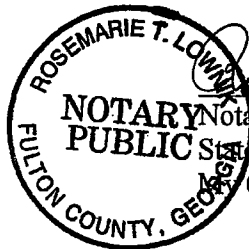
**PIERCE PLASTICS, INC.**

a Delaware Corporation

By: V. M. Philbrook

Name: V. M. Philbrook

Title: President



Rosemarie T. Lowmyer  
Notary Public 10/8/08

State of Georgia at Large

My Commission Expires

ROSEMARIE LOWMYER

NOTARY PUBLIC

FULTON COUNTY, GEORGIA

COMMISSION EXPIRES JANUARY 9, 2009

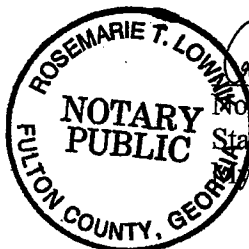
**EXTRUSION MASTERS, INC.**

an Indiana Corporation

By: V. M. Philbrook

Name: V. M. Philbrook

Title: President



Rosemarie T. Lowmyer  
Notary Public 10/8/08

State of Georgia at Large

My Commission Expires

ROSEMARIE LOWMYER

NOTARY PUBLIC

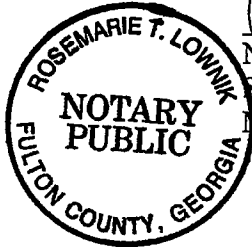
FULTON COUNTY, GEORGIA

COMMISSION EXPIRES JANUARY 9, 2009

[Signature Page to Assignment of Transferred Intellectual Property (Monomoy)]

ATLANTIS PLASTICS INJECTION MOLDING, INC.  
a Kentucky Corporation

By: [Signature]  
Name: V.M. Philbrook  
Title: President

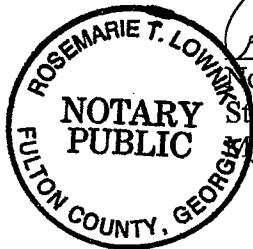


Rosemarie T. Lownik  
Notary Public 10/8/08  
State of Georgia at Large  
My Commission Expires \_\_\_\_\_

ROSEMARIE LOWNIK  
NOTARY PUBLIC  
FULTON COUNTY, GEORGIA  
COMMISSION EXPIRES-JANUARY 9, 2009

ATLANTIS PLASTICS, INC.  
a Delaware Corporation

By: [Signature]  
Name: V.M. Philbrook  
Title: President



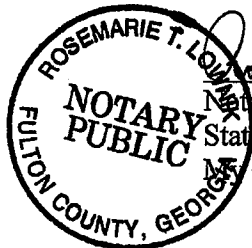
Rosemarie T. Lownik  
Notary Public 10/8/08  
State of Georgia at Large  
My Commission Expires \_\_\_\_\_

ROSEMARIE LOWNIK  
NOTARY PUBLIC  
FULTON COUNTY, GEORGIA  
COMMISSION EXPIRES-JANUARY 9, 2009

ATLANTIS PLASTICS FILMS, INC.

a Delaware Corporation,  
but solely with respect to its interest in the Shared Computer Equipment  
and for no other purpose.

By: [Signature]  
Name: V.M. Philbrook  
Title: President



Rosemarie T. Lownik  
Notary Public 10/8/08  
State of Georgia at Large  
My Commission Expires \_\_\_\_\_

ROSEMARIE LOWNIK  
NOTARY PUBLIC  
FULTON COUNTY, GEORGIA  
COMMISSION EXPIRES-JANUARY 9, 2009

[Signature Page to Assignment of Transferred Intellectual Property (Monomoy)]

**PURCHASER:**

**CUSTOM PLASTIC SOLUTIONS, LLC**

a Delaware Limited Liability Company

By: Mark S. Smith

Name: MARK S. SMITH

Title: Vice President

\_\_\_\_\_  
Notary Public

State of Georgia at Large

My Commission Expires \_\_\_\_\_

## Exhibit A

### Transferred Intellectual Property

#### I. Patents

<u>Name of Patent</u>	<u>Business Unit</u>	<u>Serial/Patent Number</u>	<u>Filing/Registration Date</u>	<u>Status</u>
Flexible Drip Rail	Elkhart	5,918,426	01/21/98	Issued 07/06/99
Window Molding Extrusion	Elkhart	D407,831	03/26/97	Issued 04/06/99
Brick Molding having an Integral Hinge and a Concealed Mounting Surface	Elkhart	6,050,037	01/21/98	Issued 04/18/00
Injection Molded Exterior Siding Panel with Positioning Relief and Method of Installation	Building Products	6,336,303	05/07/99	Issued 01/08/02
Injection Molded Exterior Siding Panel with Positioning Relief and Method of Installation (Canada)	Building Products	Application No. 2,302,598	03/22/00	Issued 06/01/04 Granted (Canada)
Siding Panels for Wall Coverings	Building Products	7,240,461	10/31/02	7/10/07
Corner Trim Piece for Siding	Building Products	10/852,993	05/25/04	Pending
Battery Tray	Elkhart	6,521,371	11/28/00	2/18/03

#### II. Trademarks

<u>Name of Trademark</u>	<u>Business Unit</u>	<u>Owner</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>
A and Design	ALL	Atlantis Plastics, Inc.	United States	1,872,481	01/10/95 Renewal 01/10/15	17
Cedarway	Building Products	Atlantis Plastics, Inc.	United States	2,595,463	07/16/02	19
Ply-J	Elkhart/ Building Products	Atlantis Plastics, Inc.	United States	2,152,268	04/21/98, Renewal 04/21/08	17

[Signature Page to Assignment of Transferred Intellectual Property (Monomoy)]



<u>Name of Trademark</u>	<u>Business Unit</u>	<u>Owner</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>
Atlantis Plastics Logo	ALL	Atlantis Plastics, Inc.	United States	2,536,083	02/05/02, Renewal 02/05/12, (a Section 8 is due 2/5/08, grace period expires 8/5/08)	17, 40
Cedarway and Design	Building Products	Atlantis Plastics, Inc.	United States	U.S. Serial No. 77/009,266	Filing Date 09/28/06	
The Look and Feel of Real Split Cedar	Building Products	Atlantis Plastics, Inc.	United States	U.S. Serial No. 77/009,255	Filing Date 09/28/06	
Pending Applications						
Kwikcut	Building Products	Atlantis Plastics, Inc.	United States	Application No. 78/463,648	Filing Date: 08/06/04	19
Kwikcut	Building Products	Atlantis Plastics, Inc.	Canada	Application No. 1,245,540	Filing Date: 01/27/05	19

### III. Copyrights

TX3595523, New Ply-J flexible channel, owned by Pierce Plastics, Inc., registered July 7, 1993