

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Package Supply & Equipment Co., Inc.	01/26/2010
RECEIVING PARTY DATA	
Name:	NorthPak Corporation
Street Address:	1842-A Enterprise Parkway
City:	Twinsburg
State/Country:	OHIO
Postal Code:	44087
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5772109
Patent Number:	D401856
Patent Number:	6508410
CORRESPONDENCE DATA	
Fax Number:	(216)241-0816
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2166228200
Email:	ipdocket@calfee.com
Correspondent Name:	Calfee, Halter & Griswold LLP
Address Line 1:	1400 KeyBank Center
Address Line 2:	800 Superior Ave.
Address Line 4:	Cleveland, OHIO 44114
ATTORNEY DOCKET NUMBER:	02694/04231
NAME OF SUBMITTER:	Ryan W. Falk
Total Attachments: 7 source=00765535#page1.tif	

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into as of January 26, 2010, between Package Supply & Equipment Co., Inc., a South Carolina corporation ("Assignor"), and NorthPak Corporation, an Ohio corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, among Assignor, Gary L. Daniels, Sr., a principal of Assignor, and Assignee (the "Asset Purchase Agreement"), which provides, among other things, that Assignee is purchasing substantially all of the assets of Assignor used in connection with Assignor's facilities in Greenville, South Carolina, Charlotte, North Carolina and Atlanta, Georgia;

WHEREAS, the Asset Purchase Agreement requires Assignor to assign to Assignee all of Assignor's right, title and interest in and to the Assumed Liabilities (as such term is defined in Section 2.1 of the Asset Purchase Agreement);

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Assumed Liabilities, and Assignee desires to accept the assignment of the Assumed Liabilities from Assignor, and to assume those duties and obligations of Assignor under the Assumed Liabilities relating to periods from and after the date of this Agreement; and

WHEREAS, the Asset Purchase Agreement provides for the execution and delivery of this Agreement.

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Assumed Liabilities, and Assignee hereby accepts such assignment.

2. Assignee hereby assumes all of the duties and obligations of Assignor under the Assumed Liabilities as those duties and responsibilities relate to periods from and after the date of this Agreement.

3. Nothing contained in this Agreement shall be deemed to supersede any of the obligations, agreements, covenants, or warranties of Assignor or Assignee contained in the Asset Purchase Agreement.


Capitalized terms used in this Agreement and not defined herein are used with the meanings ascribed to such terms in the Asset Purchase Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as the day and year first above written.

ASSIGNOR:

Package Supply & Equipment Co, Inc.

By:   
Gary L. Daniels, Sr., President

ASSIGNEE:

NorthPak Corporation

By: \_\_\_\_\_  
Mary Dahl, President

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as the day and year first above written.

ASSIGNOR:

Package Supply & Equipment Co, Inc.

By: \_\_\_\_\_  
Gary L. Daniels, Sr., President

ASSIGNEE:

NorthPak Corporation

By: Mary C. Dahl  
Mary Dahl, President

Schedules from the Asset Purchase Agreement dated January 26, 2010  
between Package Supply & Equipment Co., Inc. ("Assignor") and  
NorthPak Corporation ("Assignee")

Package Supply & Equipment Co., Inc.  
Schedule 1.1(f)  
Intellectual Property Rights

**Patents:**

Carton Handle Assembly  
Mini-Carafe  
Sprayer Retaining Clip and Method

**Trademarks:**  
Mold-Man

**Copyrights:**  
Mold-Man (Art Reproduction and Art Original)

**Domain Names:**  
All domain names used in the operation of the Business, including, without limitation,  
packagesupply.com.

# PATENTS

Title	Country	Application Number	Filing Date	Patent Number	Issue Date	Notes
CARTON HANDLE ASSEMBLY	U.S.	08/704,934	08/30/1996	5,772,109	06/30/1998	Expires - 08/30/2016
						All Maintenance Fees Paid
MINI-CARAFE	U.S.	29/079,663	11/20/1997	D401,856	12/01/1998	Expires 12/01/2012
						No maintenance fees due for design patents
SPRAYER RETAINING CLIP AND METHOD	U.S.	09/657,822	09/08/2000	6,508,410	01/21/2003	Expires 09/08/2020
						Next Maintenance Fee due 07/22/2010
						Assignment incorrectly recoded against US Patent No. 6,563,491. Corrective assignment needs to be recorded.



# TRADEMARKS

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Notes
MOLD-MAN	U.S.	75/779,694	08/20/1999	2,352,048	05/23/2000	Next Renewal Due 05/23/2010
						Security Interest Held by Heller Financial, Inc.
VEGLA PACKAGING CO., INC. & DESIGN	U.S.	75/425,694	01/29/1998	N/A	N/A	Abandoned Application - abandoned for failure to file Statement of Use on 01/07/2000
MOLD-MAN	U.S.	75/538,558	08/18/1998	N/A	N/A	Abandoned Application - abandoned for failure to respond to Office Action on 01/18/2000

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RECORDED: 03/08/2010

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