

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| BEMIS COMPANY, INC. | 07/13/2010 |
| RECEIVING PARTY DATA | |
| Name: | EXOPACK, LLC |
| Street Address: | 3070 Southport Road |
| City: | Spartanburg |
| State/Country: | SOUTH CAROLINA |
| Postal Code: | 29302 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 5705111 |
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| ATTORNEY DOCKET NUMBER: | 63833/168 |
| NAME OF SUBMITTER: | Kevin B. Laurence |
| Total Attachments: 10 source=BemisExopackAssignment#page1.tif source=BemisExopackAssignment#page2.tif source=BemisExopackAssignment#page3.tif source=BemisExopackAssignment#page4.tif | |

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PATENT ASSIGNMENT

This Assignment, made and effective as of July 13, 2010, is by and between **BEMIS COMPANY, INC.**, a corporation organized and existing under the laws of the State of Missouri, USA and having a principal office and place of business at One Neenah Center, Fourth Floor, P.O. Box 669, Neenah, Wisconsin 54956, USA (hereinafter "Assignor") and **EXOPACK, LLC**, a limited liability company organized and existing under the laws of the State of Delaware, USA and having a principal office and place of business at 3070 Southport Road, Spartanburg, South Carolina 29302, USA (hereinafter "Assignee").

Whereas, Assignor is the owner of the United States and foreign patents and patent applications listed on the attached Schedule 1, along with the inventions described therein, and any United States or foreign patents or patent applications issued and filed for said inventions, whether listed on Schedule 1 or contemplated in Schedule 2.1(f) of the Agreement (the "Patents"); and

Whereas, Assignor and Exopack Holding Corp. ("Purchaser"), a Delaware corporation, entered into an asset purchase agreement for the sale to Purchaser of the Business (the "Agreement"), dated June 11, 2010, pursuant to which Assignor agreed to assign or procure the assignment of the Patents to Purchaser's designated Affiliate, Assignee (capitalized terms used in this Assignment without definition have the respective meanings given to them in the Agreement); and

Whereas, Assignee accepts such assignment.

Now therefore, in consideration of the premises and covenants set forth herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's rights, title and interest in and to the Patents, together with the entire right, title and interest in and to all United States and Canadian continuations, continuations-in-part, divisions, renewals, extensions and reissues of any of the patent applications and patents defined above, and the exclusive right to enforce such patents, and collect damages for past and, except for Patents arising from Exclusive Grantback IP, future infringement, in the United States and Canada in the sole name of Assignee, its successors and assigns to the full end of the term of all and any such patents as fully and entirely as the same would have been held by Assignor had this Assignment not be made.

Assignor further covenants and agrees, for both Assignor and Assignor's legal representatives, that Assignor will, at Assignee's cost and expense, execute and deliver to Assignee any and all additional papers which may be reasonably requested by Assignee to secure to Assignee its entire, right, title and interest in and to the Patents and to all of its right, title and interest in and to the United States and Canadian continuations, continuations-in-part, divisions, renewals, extensions and reissues of the Patents, to carry out the terms of this Assignment and/or to prosecute any patent application covering the inventions identified above and reasonably cooperate and do all acts reasonably requisite in connection with the foregoing.

The Commissioner for the United States Patent Office, and corresponding officials in Canada are authorized and requested to issue any patents to the Assignee in accordance with the terms of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

This Assignment has been executed and delivered by Assignor for the purpose of transferring the Patents and recording the assignment.

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

(See next page for signatures)

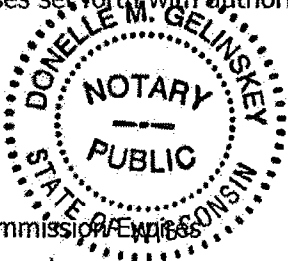
In testimony of the statements in this document, the parties hereto have executed this Assignment on the date indicated below.

Bemis Company, Inc.

By: [Signature]
Name: GENE C WU
Title: EXECUTIVE VICE PRESIDENT

STATE OF WISCONSIN)
) SS
COUNTY OF WINNEBAGO)

On this 9th day of July, 2010
personally appeared and executed the foregoing instrument before me and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth, with authority to do so.



[Signature]
Notary Public

(Seal)
My Commission Expires
3/24/2013

ACCEPTANCE

_____ declares that it has accepted and accepts this

Assignment.

Executed at _____ this _____ day of _____.

Exopack, LLC

By: _____
Name:
Title:

In testimony of the statements in this document, the parties hereto have executed this Assignment on the date indicated below.

Bemis Company, Inc.

By: _____
Name:
Title:

STATE OF WISCONSIN)
) SS
COUNTY OF WINNEBAGO)

On this ____ day of _____, _____
personally appeared and executed the foregoing instrument before me and
acknowledged that he/she executed the same, of his/her own free will and for the
purposes set forth with authority to do so.

Notary Public

(Seal)

My Commission Expires

ACCEPTANCE

Exopack, LLC declares that it has accepted and accepts this

Assignment. 3070 Southport Road,
Executed at Spartanburg, SC this 13th day of July.

Exopack, LLC

By: [Signature]
Name: JACK KNOTT
Title: President & CEO

Schedule 1

| Patent No. | Application No. | Country | Description | Status | Family # |
|------------|-----------------|---------|--|-----------|----------|
| | 07/638,801 | US | Process for Making Multiple Layer Polymeric Films | Pending | IR6190 |
| | 08/476,484 | US | Laser scored package | Pending | IR6228 |
| | 2,374,447 | CA | Polymeric film structures useful as shrink bags (shrink bag) | Pending | IR6279 |
| | 2,471,956 | CA | Scored package and a method of making the same (laser score) | Abandoned | IR6302 |
| 4,716,829 | 4,799 | US | Method for removing solids from substrates and preventing solids build-up thereon | Expired | IR6189 |
| 5,190,711 | 687,765 | US | Coextrusion apparatus, methods, and related films and packages | Expired | IR6207 |
| 5,705,111 | 376,057 | US | Coextrusion apparatus, methods, and related films and packages | Expired | IR6207 |
| 5,102,323 | 551,585 | US | Plastic resin multi-layer co-extrusion extruder with multi-port plug for selecting order of layers | Expired | IR6212 |
| | 61/036,760 | US | Ozone Applicator bar for improved Uniformity | Expired | IR7135 |
| | 61/143,918 | US | Reseal package/Zipper Replacement | Expired | IR7374 |
| | 290,172 | US | Oriented Films of Blends of EVOH Copolymer | Abandoned | IR6150 |
| | 787,058 | US | Coextrusion apparatus, methods, and related films and packages | Abandoned | IR6207 |
| 1,339,003 | 587,288 | CA | Coextrusion apparatus, methods, and related films and packages | Abandoned | IR6207 |
| | 204,485 | US | Coextrusion apparatus, methods, and related films and packages | Abandoned | IR6207 |
| | 92,267 | US | Coextrusion apparatus, methods, and related films and packages | Abandoned | IR6207 |
| | 550,738 | US | Laser scoring of Packaging substrates | Abandoned | IR6224 |
| | 48,754 | US | Laser scored package | Abandoned | IR6228 |

| Patent No. | Application No. | Country | Description | Status | Family # |
|------------|-----------------|---------|--|-----------|----------|
| | 487,868 | US | Heat Shrinkable Film Structures with Improved Sealability and Toughness | Abandoned | IR6232 |
| | 82,226 | US | Structures of polymers made from single site catalysts | Abandoned | IR6236 |
| | 481,617 | US | Structures of polymers made from single site catalysts | Abandoned | IR6236 |
| | 653,520 | US | Structures of polymers made from single site catalysts | Abandoned | IR6236 |
| | 488,151 | US | Structures of polymers made from single site catalysts | Abandoned | IR6236 |
| | 08/886,881 | US | Structures of polymers made from single site catalysts | Abandoned | IR6236 |
| | 932,037 | US | Structures of polymers made from single site catalysts | Abandoned | IR6236 |
| | 482,119 | US | Easy-opening reclosable package (PELASEAL) | Abandoned | IR6248 |
| | 488,716 | US | Packaging Material Forming an Easy Opening Reclosable Packaging Material and Package | Abandoned | IR6249 |
| | 09/589,834 | US | Thermoformable Film Structures Useful for Packaging Food Products | Abandoned | IR6287 |
| | 10/034,886 | US | Scored package and a method of making the same (laser score) | Abandoned | IR6302 |
| | 11/937,601 | US | Scored package and a method of making the same (laser score) | Abandoned | IR6302 |
| | 11/343,196 | US | Film structures and packages therefrom useful for packaging respiring food products (Swiss Cheese respiring foods) | Abandoned | IR6316 |
| | 2,539,942 | CA | Film structures and packages therefrom useful for packaging respiring food products (Swiss Cheese respiring foods) | Pending | IR6316 |

| Patent No. | Application No. | Country | Description | Status | Family # |
|------------|-----------------|---------|--|---------|----------|
| | 11/029,200 | US | Multilayer barrier structures, methods of making the same and packages made therefrom (Clearshield shrink bag) | Pending | IR6321 |
| | 2,518,401 | CA | Multilayer barrier structures, methods of making the same and packages made therefrom (Clearshield shrink bag) | Pending | IR6321 |
| | 11/029,195 | US | Multilayer barrier structures, methods of making the same and packages made therefrom (Clearshield shrink bag) | Pending | IR6325 |
| | 2,518,463 | CA | Multilayer barrier structures, methods of making the same and packages made therefrom (Clearshield shrink bag) | Pending | IR6325 |
| | 2,568,072 | CA | Dual scored easy open film | Pending | IR6519 |
| | 2,683,362 | CA | Film Packaging and Packages Therefrom Useful For Packaging Respiring Food Products (Swiss Cheese) | Pending | IR6992 |
| | 12/259,512 | US | Film Packaging and Packages Therefrom Useful For Packaging Respiring Food Products (Swiss Cheese) | Pending | IR6992 |
| | 12/349,357 | US | Biax Nylon Structures for Cheese | Pending | IR7127 |
| 1,341,596 | 509,264 | CA | Process for Making Multiple Layer Polymeric Films | Granted | IR6190 |
| 5,236,642 | 07/458,487 | US | Coextrusion apparatus, methods, and related films and packages | Granted | IR6207 |
| 5,158,499 | 720,121 | US | Laser scoring of Packaging substrates | Granted | IR6224 |
| 5,630,308 | 270,782 | US | Laser scoring of Packaging substrates | Granted | IR6224 |
| 2,046,458 | 2,046,458 | CA | Laser scoring of Packaging substrates | Granted | IR6224 |
| 5,229,180 | 771,977 | US | Laser scored package | Granted | IR6228 |
| 6,753,054 | 443,904 | US | Heat Shrinkable Film Structures with Improved Sealability and | Granted | IR6232 |

| Patent No. | Application No. | Country | Description | Status | Family # |
|------------|-----------------|---------|---|---------|----------|
| | | | Toughness | | |
| 6,051,292 | 884,121 | US | Heat Shrinkable Film Structures with Improved Sealability and Toughness | Granted | IR6232 |
| 2,114,460 | 2,114,460 | CA | Heat Shrinkable Film Structures with Improved Sealability and Toughness | Granted | IR6232 |
| 6,531,198 | 758,843 | US | Structures of polymers made from single site catalysts | Granted | IR6236 |
| 6,645,641 | 136,962 | US | Structures of polymers made from single site catalysts | Granted | IR6236 |
| 6,437,064 | 6,700 | US | Structures of polymers made from single site catalysts | Granted | IR6236 |
| 6,074,715 | 105,623 | US | Structures of polymers made from single site catalysts | Granted | IR6236 |
| 6,270,867 | 144,713 | US | Structures of polymers made from single site catalysts | Granted | IR6236 |
| 6,544,660 | 573,596 | US | Structures of polymers made from single site catalysts | Granted | IR6236 |
| 6,511,568 | 684,567 | US | Structures of polymers made from single site catalysts | Granted | IR6236 |
| 5,882,789 | 999,707 | US | Packaging Material for forming easy open reclosable | Granted | IR6246 |
| 5,882,749 | 947,679 | US | Easy-opening reclosable package (PELASEAL) | Granted | IR6248 |
| 6,068,933 | 602,256 | US | Thermoformable multilayer polymeric film | Granted | IR6253 |
| 6,562,476 | 411,671 | US | Thermoformable multilayer polymeric film | Granted | IR6253 |
| 6,942,927 | 131,954 | US | Thermoformable multilayer polymeric film | Granted | IR6253 |
| 6,416,841 | 352,897 | US | Tear tape for plastic Packaging | Granted | IR6262 |
| 6,316,036 | 400,806 | US | Tear tape for plastic Packaging | Granted | IR6262 |
| 6,749,877 | 925,560 | US | Tear tape for plastic Packaging | Granted | IR6262 |
| 6,706,343 | 329,415 | US | Polymeric film structures useful as shrink bags | Granted | IR6279 |

| Patent No. | Application No. | Country | Description | Status | Family # |
|------------|-----------------|---------|---|---------|----------|
| | | | (shrink bag) | | |
| 6,770,338 | 591,244 | US | Polymeric film structures useful as shrink bags (shrink bag) | Granted | IR6279 |
| 6,514,626 | 649,895 | US | Dienophile additives to polyvinylidene chloride copolymers (shrink bag) | Granted | IR6290 |
| 6,911,242 | 341,702 | US | Dienophile additives to polyvinylidene chloride copolymers (shrink bag) | Granted | IR6290 |
| 6,500,514 | 650,385 | US | Encapsulated barrier for flexible films and a method of making the same | Granted | IR6291 |
| 6,911,244 | 325,002 | US | Encapsulated barrier for flexible films and a method of making the same | Granted | IR6291 |
| 7,384,679 | 10/918,958 | US | Encapsulated barrier for flexible films and a method of making the same | Granted | IR6291 |
| 2,420,669 | 2,420,669 | CA | Encapsulated barrier for flexible films and a method of making the same | Granted | IR6291 |
| 7,008,677 | 668,427 | US | Film structures and packages therefrom useful for packaging respiring food products (Swiss Cheese respiring foods) | Granted | IR6316 |
| 7,531,228 | 11/286,958 | US | Dual scored easy open film | Granted | IR6519 |
| | 2579555 | CA | Encapsulated barrier for flexible films and a method of making and using the same | Pending | IR6822 |
| 1335032 | | CA | Methods of making multiple layer sheet materials, methods of processing polymers, extrusion apparatus, polymeric sheet materials and Packaging made therefrom | Granted | IR6209 |
| 2434451 | 2434451 | CA | Heat shrinkable barrier bags with anti block additives (shrink bag) | Pending | IR6293 |
| 7316833 | 09/369,980 | US | Multilayer Films | Granted | IR6255 |

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