

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------------|----------------|
| AG Thermoforming, LLC | 02/28/2011 |

RECEIVING PARTY DATA

| | |
|-----------------|------------------------------|
| Name: | Packaging Plus Services, LLC |
| Street Address: | 14450 Industry Circle |
| City: | La Mirada |
| State/Country: | CALIFORNIA |
| Postal Code: | 90638 |

PROPERTY NUMBERS Total: 11

| Property Type | Number |
|----------------|---------|
| Patent Number: | 7134553 |
| Patent Number: | 7131617 |
| Patent Number: | 6840381 |
| Patent Number: | 6142304 |
| Patent Number: | 6123200 |
| Patent Number: | 6010007 |
| Patent Number: | 5799796 |
| Patent Number: | RE37253 |
| Patent Number: | 5515976 |
| Patent Number: | 5385232 |
| Patent Number: | 5226543 |

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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

Phone: 214-981-3483

501651979

PATENT
REEL: 026874 FRAME: 0867

CH \$440.00 7134553

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Correspondent Name: Dusan Clark, Esq.
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Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

| | |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 32878-10180 |
|-------------------------|-------------|

| | |
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| NAME OF SUBMITTER: | Dusan Clark |
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Total Attachments: 7
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "**Assignment**"), dated as of February 28, 2011, is by and between AG Thermoforming, LLC, a California limited liability company (previously known as "Packaging Plus, LLC" and hereafter "**Assignor**") to Packaging Plus Services, LLC, a California limited liability company ("**Assignee**").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A and B (the "**Assigned IP**");

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated as of the date hereof (the "**Contribution Agreement**"), providing for, among other things, the transfer by Assignor to Assignee of various assets and properties; and

WHEREAS, pursuant to the Contribution Agreement, Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks and Tradenames. Effective as of the date hereof, and pursuant to the Contribution Agreement, Assignor transfers, conveys, assigns, grants and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and tradenames set forth in Schedule A hereto together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks and/or tradenames; (iv) all rights to sue for past, present and future infringement of the trademarks and/or tradenames, and the right of recovery, including but not limited to damages for past, present and future infringement; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Assignment of Patents. Effective as of date hereof, and pursuant to the Contribution Agreement, Assignor transfers, conveys, assigns, grants and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto, including all issued patents, patent applications and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (ii) all rights to sue for past, present and future infringement of the patent rights, and the right of recovery, including but not limited to damages for past, present and future infringement; and (iii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

3. Successors and Assigns. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of California without giving effect to the conflict of laws rules thereof.
5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
6. Miscellaneous. This Assignment is subject to all the terms and conditions of the Contribution Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Contribution Agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

AG THERMOFORMING, LLC,
previously known as Packaging Plus, LLC

By: Berkley Industries, LLC, its Manager

By: Richard Gordinier

Name: Richard Gordinier

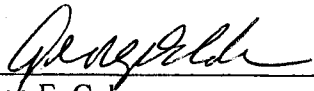
Title: Chief Executive Officer

ACCEPTED BY:

ASSIGNEE

PACKAGING PLUS SERVICES, LLC

By: AG Thermoforming, LLC,
previously known as Packaging Plus,
LLC, its Manager

By: 
Name: George E. Cohen
Title: Chief Financial Officer

**Schedule A
Trademarks**

| MARK | COUNTRY | SER. NO. | FILE DATE | REG. NO. | REG. DATE |
|---|-----------|------------|-----------|-----------|-----------|
| XEROSTAT | US | 74/802,558 | 5/7/92 | 1,956,893 | 2/13/96 |
| U-PAD | US | 75/170,742 | 9/24/96 | 2,151,860 | 4/21/98 |
| GEO SPRING | US | 75/649,337 | 3/1/99 | 2,316,674 | 2/8/00 |
| GEO SPRING | CTM | 001336106 | 10/6/99 | 001336106 | 12/22/00 |
| PACKAGING PLUS & DESIGN | US | 77/055,046 | 12/1/06 | 3,387,584 | 2/26/08 |
| PACKAGING PLUS CLEARLY VISIBLE SOLUTIONS & DESIGN | US | 77/055,012 | 12/1/06 | 3,387,583 | 2/26/08 |
| PACKAGING PLUS & DESIGN | BENELUX | 1135786 | 5/24/07 | 836633 | 1/17/08 |
| PACKAGING PLUS CLEARLY VISIBLE SOLUTIONS & DESIGN | BENELUX | 1135787 | 5/24/07 | 836634 | 1/17/08 |
| PACKAGING PLUS & DESIGN | SINGAPORE | T0710959B | 5/18/07 | T0710959B | 5/18/07 |
| PACKAGING PLUS & DESIGN | SINGAPORE | T0710961D | 5/18/07 | T0710961D | 5/18/07 |
| PACKAGING PLUS & DESIGN | SINGAPORE | T0710962B | 5/18/07 | T0710962B | 5/18/07 |
| PACKAGING PLUS & DESIGN | SINGAPORE | T0710963J | 5/18/07 | T0710963J | 5/18/07 |
| PACKAGING PLUS CLEARLY VISIBLE SOLUTIONS & DESIGN | SINGAPORE | T0710955Z | 5/18/07 | T0710955Z | 5/18/07 |
| PACKAGING PLUS CLEARLY VISIBLE SOLUTIONS & DESIGN | SINGAPORE | T0710956H | 5/18/07 | T0710956H | 5/18/07 |
| PACKAGING PLUS CLEARLY VISIBLE SOLUTIONS & DESIGN | SINGAPORE | T0710957F | 5/18/07 | T0710957F | 5/18/07 |
| PACKAGING PLUS CLEARLY VISIBLE SOLUTIONS & DESIGN | SINGAPORE | T0710958D | 5/18/07 | T0710958D | 5/18/07 |

Tradenames

1. Packaging Plus, LLC

Schedule A to IP Assignment Agreement

**Schedule B
Patents**

Issued Patents

| Title | Country | Priority Date | Patent No. | Issue Date | Owner(s) |
|--|----------------|----------------------|-------------------|-------------------|--|
| PACKAGING FOR FRAGILE ITEMS (continuation of 6,840,381) | US | 7/31/2002 | 7,134,553 | 11/14/2006 | Packaging Plus LLC |
| MODIFIED SPRING SYSTEM END CAP FOR PACKAGING FRAGILE ARTICLES WITHIN SHIPPING CARTONS | US | 11/19/2003 | 7,131,617 | 11/7/2006 | Packaging Plus LLC |
| PACKAGING FOR FRAGILE ITEMS | US | 7/31/2002 | 6,840,381 | 1/11/2005 | Packaging Plus LLC |
| THERMOFORMED FRAGILITY PACKAGING (Division of 6,010,007) | US | 11/5/1999 | 6,142,304 | 11/7/2000 | Packaging Plus LLC |
| FRAGILITY PACKAGING ARTICLE WITH CONTROLLED RESILIENCY | US | 4/6/1999 | 6,123,200 | 9/26/2000 | Plastofilm Industries Packaging Plus LLC |
| THERMOFORMED FRAGILITY PACKAGING | US | 2/21/1997 | 6,010,007 | 1/4/2000 | Plastofilm Industries RSVP Operations LLC |
| SPRING SYSTEM END CAP FOR PACKAGING FRAGILE ARTICLES WITHIN SHIPPING CARTONS | US | 4/2/1996 | 5,799,796 | 9/1/1998 | Packaging Plus LLC |
| PACKAGING FOR FRAGILE ARTICLES WITHIN CONTAINER (Reissue of 5,515,976) | US | 8/18/1995 | RE37,253 | 7/3/2001 | Packaging Plus LLC |
| PACKAGING FOR FRAGILE ARTICLES WITHIN CONTAINER | US | 8/18/1995 | 5,515,976 | 5/14/1996 | Plastofilm Industries Packaging Plus LLC |
| PACKAGING FOR FRAGILE ARTICLES HAVING CONTROLLED COLLAPSIBILITY | US | 1/24/1994 | 5,385,232 | 1/31/1995 | Plastofilm Industries Packaging Plus LLC |
| PACKAGING FOR FRAGILE ARTICLES | US | 2/24/1992 | 5,226,543 | 7/13/1993 | Plastofilm Industries Packaging Plus LLC |

Pending application

| Title | Country | Application No. | Filing Date | Assignee |
|---|----------------|-------------------------|--------------------|---------------------|
| MODIFIED SPRING SYSTEM END CAP FOR PACKAGING FRAGILE ARTICLES WITHIN SHIPPING CARTONS | EP | 04811504.2 EP1718530 | 11/19/2003 | RSVP Operations LLC |

Schedule B to IP Assignment Agreement