

**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: 1	
Property Type	Number
Patent Number:	D434647
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
Phone:	214-981-3483
Email:	dclark@sidley.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Dusan Clark, Esq.
Address Line 1:	Sidley Austin LLP
Address Line 2:	717 N. Harwood St., Suite 3400
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	32878-10180
NAME OF SUBMITTER:	Dusan Clark
Total Attachments: 7 source=PP Assignment#page1.tif source=PP Assignment#page2.tif source=PP Assignment#page3.tif source=PP Assignment#page4.tif source=PP Assignment#page5.tif source=PP Assignment#page6.tif source=PP Assignment#page7.tif	

**CH \$40.00 D434647**

## 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: 

Name: Richard Gordinier

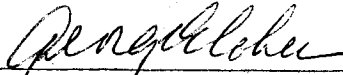
Title: Chief Executive Officer

**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**

<b>Title</b>	<b>Country</b>	<b>Priority Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Owner(s)</b>
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
PACKAGING FOR PENS	US	12/03/1999	D434647	12/05/2000	Paul Appelbaum Partnerpak, Inc. Packaging Plus, LLC

**Pending application**

<b>Title</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Assignee</b>
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*