

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>VPI, LLC</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>limited liability company - Wisconsin</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Spartech Plastics, LLC</u> Internal Address: _____ Address: _____ Street Address: <u>1325 Adams Street</u> City: <u>Portage</u> State: <u>WI</u> Zip: <u>53901</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>limited liability company - Delaware</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>See Attachment</u> Execution Date: <u>October 1, 2004</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2793491</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert L. Titley</u> Internal Address: <u>Quarles & Brady LLP</u> Street Address: <u>411 East Wisconsin Avenue</u> City: <u>Milwaukee</u> State: <u>WI</u> Zip: <u>53202</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>17-0055</u>	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <u>Robert L. Titley</u> <u>Robert L. Titley</u> <u>Nov. 8, 2004</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 5		

CH \$40.00 170055 2793491

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

matter no.

5656245

Attachment to Trademark Recordation Form

Box 3: The Assignment is an Assignment of the mark and registration only for the goods in International Classes 16 and 17, but not for the goods in International Classes 19 and 27.

ASSIGNMENT

This Assignment is made as of October 1, 2004, by VPI, LLC, a Wisconsin limited liability company ("Assignor") having its principal place of business at 3123 South 9th Street, Sheboygan, Wisconsin 53082-0451, for the benefit of Spartech Plastics, LLC, a Delaware limited liability company ("Assignee") having its principal place of business at 1325 Adams Street, Portage, Wisconsin 53901.

WHEREAS, Assignor is the owner of the entire right, title and interest in and to U.S. Trademark Registration No. 2,793,491, registered in the U.S. Patent and Trademark Office on December 16, 2003, which registration is now valid and subsisting (the "Registration"), and the trademark VPI for the goods recited in the Registration (the "Trademark"); and

WHEREAS, Assignee desires to acquire from Assignor the Trademark and the Registration with respect to some, but not all, of the goods recited in the Registration (as hereinafter specified) and the goodwill of the business in connection with which the Trademark and the Registration are used for said goods;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to sell, assign, and transfer to Assignee, its successors and assigns, and does hereby sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Trademark and the Registration, but only with respect to the following goods: plastic film and sheeting for industrial and consumer product packaging and for use in packaging in food, medical, health care, and other industrial and commercial applications; printed decorative paper for

lamination to various substrates for use in the manufacture of wall coverings, cabinets, furniture, molding, and trim accents, in Class 16; and plastic film for industrial and commercial packaging use; semi-processed, sheet plastic and flexible, semi-rigid, and rigid plastic films, static dissipative plastic films, and antistatic plastic films for use as labels and decals and for use in manufacturing, lamination, printing, and forming products, such as medical trays, food trays, food containers and packaging, medical packaging, and industrial and consumer product packaging; printed decorative plastic, acrylic, styrene, ABS, and polyester films for lamination to various substrates for use in the manufacture of wall coverings, cabinets, furniture, molding and trim accents; vinyl insulating sheets for automotive sound barrier applications; plastic tubing for industrial use, in Class 17; and the goodwill of the business symbolized by the Trademark and the Registration with respect to said goods and in connection with which the Trademark and the Registration are used with respect to said goods, and all claims and demands, if any, including all claims and demands for past infringement, that Assignor may have in connection with the Trademark or the Registration with respect to said goods arising before and as of the date of this Assignment.

Assignor and Assignee shall cooperate to obtain separate U.S. Trademark Certificates of Registration for the Trademark for their respective goods, pursuant to Rule 2.171(b) of the Trademark Rules of Practice, 37 C.F.R. § 2.171(b).

The terms and provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding on Assignor and its legal representatives and any corporation controlling Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized officer as of the date first stated above.

VPI, LLC
By: P. Megan Michael
Title: President

STATE OF WISCONSIN)
) ss
Milwaukee COUNTY)

P. Gregory Mickelson known to me to be the President of VPI, LLC , personally appeared before me this ____ day of _____, 2004, and executed or acknowledged to me that he executed the foregoing Assignment on behalf of VPI, LLC and pursuant to authority duly received.

[Signature]
Notary Public
State of Wisconsin
My Commission is permanent/expires: permanent

[Notary Seal]

Accepted and agreed to by:

Spartech Plastics, LLC
By: [Signature]
Title: Secretary