

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chesapeake Corporation		05/01/2009	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chesapeake Pharmaceutical Packaging Company, LLC		
<b>Street Address:</b>	325 Duffy Ave.		
<b>City:</b>	Hicksville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11801		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2995333	C CHESAPEAKE	
Registration Number:	2995334	C CHESAPEAKE	
Registration Number:	3244854	C CHESAPEAKE	
Registration Number:	3244859	C CHESAPEAKE	
Registration Number:	2995272	CHESAPEAKE	
Registration Number:	2997860	CHESAPEAKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	hsmith@kirkland.com		
<b>Correspondent Name:</b>	Hayley Smith, Sr. Legal Assistant		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	153 East 53rd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	CSK CORP TM (HS)		

CH \$165.00 2995333

**TRADEMARK**

**900133749**

**REEL: 003984 FRAME: 0971**

NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	05/07/2009
<b>Total Attachments: 7</b> source=CSK - Trademark Assignment re Chesapeake Corporation#page1.tif source=CSK - Trademark Assignment re Chesapeake Corporation#page2.tif source=CSK - Trademark Assignment re Chesapeake Corporation#page3.tif source=CSK - Trademark Assignment re Chesapeake Corporation#page4.tif source=CSK - Trademark Assignment re Chesapeake Corporation#page5.tif source=CSK - Trademark Assignment re Chesapeake Corporation#page6.tif source=CSK - Trademark Assignment re Chesapeake Corporation#page7.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of May 1, 2009, by Chesapeake Corporation ("Assignor"), a debtor and debtor-in-possession under Case No. 08-36642 in the United States Bankruptcy Court for the Eastern District of Virginia (Richmond Division), in favor of Chesapeake Pharmaceutical Packaging Company, LLC ("Assignee"), the assignee of U.S. Purchaser's rights and obligations under the Purchase Agreement (as hereinafter defined). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Purchasers and Sellers are parties to the Asset Purchase Agreement dated December 29, 2008 (as amended from time to time, the "Purchase Agreement") pursuant to which Assignor has sold, and Assignee, among others, has purchased, certain assets of Assignor, including, without limitation, the trademark registrations and applications for registration, and all goodwill associated therewith, identified and set forth on Schedule A attached hereto (the "Marks");

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing;

WHEREAS, U.S. Purchaser assigned its rights, interest and obligations under the Purchase Agreement to Assignee pursuant to an Assignment and Assumption of Asset Purchase Agreement, dated as of May 1, 2009; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged:

1. Assignor hereby irrevocably sells, contributes, conveys, assigns, transfers and delivers to Assignee, free and clear of any and all Liens, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, along with all income, royalties, damages and payments due or payable to Assignor as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations

thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives, at Assignee's sole cost and expense, such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal any Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable New York principles of Conflicts of Law) as to all matters, including matter of validity, construction, effect, performance and remedies.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.
7. This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Sellers and Purchasers.
8. This Assignment is solely for the benefit of the parties hereto and nothing contained herein, express or implied, is intended to confer on any Person other than the parties hereto or their successors or permitted assigns any rights, remedies, obligations, Claims or causes of action under or by reason of this Assignment.

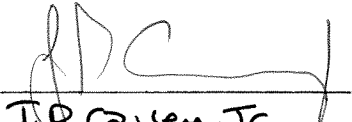
\* \* \* \* \*

**[END OF PAGE]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

CHESAPEAKE CORPORATION

By:   
Name: J.B. Cassey Jr.  
Title: Executive Vice President, Secretary +  
General Counsel

Acknowledgement:

CHESAPEAKE PHARMACEUTICAL PACKAGING COMPANY, LLC

By: \_\_\_\_\_  
Name: Philip M. Carpenter III  
Title: Co-President

*[Signature Page to Trademark Assignment]*

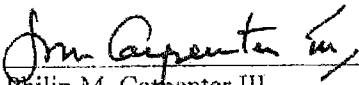
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

CHESAPEAKE CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

Acknowledgement:

CHESAPEAKE PHARMACEUTICAL PACKAGING COMPANY, LLC

By:   
Name: Philip M. Carpenter III  
Title: Co-President

*[Signature Page to Trademark Assignment]*

**Schedule A**  
**to Trademark Assignment**

<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
CHESAPEAKE	China (Peoples Republic)	Chesapeake Corporation	4478293	24-JAN-2005	4478293	07-JAN-2009
C CHESAPEAKE	China (Peoples Republic)	Chesapeake Corporation	4478311	24-JAN-2005	4478311	07-JAN-2009
CHESAPEAKE	China (Peoples Republic)	Chesapeake Corporation	4478312	24-JAN-2005	4478312	07-JAN-2009
C CHESAPEAKE	China (Peoples Republic)	Chesapeake Corporation	4478310	24-JAN-2005	4478310	07-JAN-2009
C CHESAPEAKE and Design	European Community	Chesapeake Corporation	004240842	14-JAN-2005	004240842	27-MAR-2006
C CHESAPEAKE and Design	Hong Kong	Chesapeake Corporation	300356814	19-JAN-2005	300356814	23-MAY-2005
C CHESAPEAKE and Design	Mauritius	Chesapeake Corporation	MU/M/05/02747	13-JAN-2005	01659/2006	1-AUG-2006
C CHESAPEAKE and Design	Mauritius	Chesapeake Corporation	MU/M/05/02748	13-JAN-2005	01660/2006	1-AUG-2006
C CHESAPEAKE and Design	South Africa	Chesapeake Corporation	2005/00553	12-JAN-2005	Not yet registered	
C CHESAPEAKE and Design	South Africa	Chesapeake Corporation	2005/00554	12-JAN-2005	Not yet registered	
C CHESAPEAKE and Design	South Africa	Chesapeake Corporation	2005/00555	12-JAN-2005	Not yet registered	
C CHESAPEAKE and Design	South Africa	Chesapeake Corporation	2005/00556	12-JAN-2005	Not yet registered	
C CHESAPEAKE and Design	United States of America	Chesapeake Corporation	78/467,955	16-AUG-2004	2,995,333	13-SEP-2005
C CHESAPEAKE and Design	United States of America	Chesapeake Corporation	78/467,982	16-AUG-2004	2,995,334	13-SEP-2005
CHESAPEAKE	China (Peoples Republic)	Chesapeake Corporation	5720291	13-NOV-2006	Not yet registered	
CHESAPEAKE	China (Peoples Republic)	Chesapeake Corporation	5720292	13-NOV-2006	Not yet registered	

Trademark	Country	Owner	Application No.	Filing Date	Registration No.	Registration Date
CHESAPEAKE	China (Peoples Republic)	Chesapeake Corporation	5720293	13-NOV-2006	Not yet registered	
CHESAPEAKE	China (Peoples Republic)	Chesapeake Corporation	5720294	13-NOV-2006	Not yet registered	
C CHESAPEAKE and Design (new design)	European Community	Chesapeake Corporation	005430103	31-OCT-2006	005430103	29-OCT-2007
C CHESAPEAKE and Design (new design)	Hong Kong	Chesapeake Corporation	300750654	31-OCT-2006	300750654	23-MAR-2007
C CHESAPEAKE and Design (new design)	Mauritius	Chesapeake Corporation	MU/M/06/05192	31-OCT-2006	04109/2007	6-NOV-2007
C CHESAPEAKE and Design (new design)	Mauritius	Chesapeake Corporation	MU/M/06/05191	31-OCT-2006	04110/2007	6-NOV-2007
C CHESAPEAKE and Design (new design)	South Africa	Chesapeake Corporation	2006/25860	30-OCT-2006	Not yet registered	
C CHESAPEAKE and Design (new design)	South Africa	Chesapeake Corporation	2006/25861	30-OCT-2006	Not yet registered	
C CHESAPEAKE and Design (new design)	South Africa	Chesapeake Corporation	2006/25862	30-OCT-2006	Not yet registered	
C CHESAPEAKE and Design (new design)	South Africa	Chesapeake Corporation	2006/25863	30-OCT-2006	Not yet registered	
C CHESAPEAKE and Design (new design)	United States of America	Chesapeake Corporation	78/933,972	20-JUL-2006	3,244,854	22-MAY-2007
C CHESAPEAKE and Design (new design)	United States of America	Chesapeake Corporation	78/934,034	20-JUL-2006	3,244,859	22-MAY-2007
CHESAPEAKE	China (Peoples Republic)	Chesapeake Corporation	4478287	24-JAN-2005	4478287	7-JAN-2009
CHESAPEAKE	China (Peoples Republic)	Chesapeake Corporation	4478289	24-JAN-2005	4478289	7-JAN-2009
CHESAPEAKE	China (Peoples Republic)	Chesapeake Corporation	4478273	24-JAN-2005	4478273	14-DEC-2008



Trademark	Country	Owner	Application No.	Filing Date	Registration No.	Registration Date
CHESAPEAKE	China (Peoples Republic)	Chesapeake Corporation	4478288	24-JAN-2005	4478288	7-JAN-2009
CHESAPEAKE	European Community	Chesapeake Corporation	004240818	14-JAN-2005	004240818	3-MAR-2006
CHESAPEAKE	Hong Kong	Chesapeake Corporation	300356805	19-JAN-2005	300356805	19-MAY-2005
CHESAPEAKE	Mauritius	Chesapeake Corporation	MU/M/05/02745	13-JAN-2005	01657/2006	1-AUG-2006
CHESAPEAKE	Mauritius	Chesapeake Corporation	MU/M/05/02746	13-JAN-2005	01658/2006	1-AUG-2006
CHESAPEAKE	South Africa	Chesapeake Corporation	2005/00549	12-JAN-2005	2005/00549	12-JAN-2005
CHESAPEAKE	South Africa	Chesapeake Corporation	2005/00550	12-JAN-2005	2005/00550	12-JAN-2005
CHESAPEAKE	South Africa	Chesapeake Corporation	2005/00551	12-JAN-2005	2005/00551	12-JAN-2005
CHESAPEAKE	South Africa	Chesapeake Corporation	2005/00552	12-JAN-2005	2005/00552	12-JAN-2005
CHESAPEAKE	United States of America	Chesapeake Corporation	78/456,726	26-JUL-2004	2,995,272	13-SEP-2005
CHESAPEAKE	United States of America	Chesapeake Corporation	78/456,771	26-JUL-2004	2,997,860	20-SEP-2005
CHESAPEAKE	Brazil	Chesapeake Corporation	820454745	16-JAN-1998	820454745	14-DEC-1999
CHESAPEAKE	Brazil	Chesapeake Corporation	820454737	16-JAN-1998	820454737	04-JAN-2000