

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

08/20/2013
 900264052

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rexam Closures and Containers Inc.		08/15/2011	CORPORATION: NORTH CAROLINA
Rexam Closure Systems Inc.		08/15/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Rexam Closures LLC
Street Address:	4201 Congress Street
Internal Address:	Suite 340
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28209
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3308135	FLIP LOK
Registration Number:	1651504	TILT-TOP
Registration Number:	2865536	DISPENSE-A-SEAL
Registration Number:	3339254	SNAP LOK
Registration Number:	1352840	PLAS TOP

CH \$540.00 3308135

Registration Number:	1409448	FLEX-BAND
Registration Number:	1469088	CHEM-LOC
Registration Number:	2989763	TAB-LOC
Registration Number:	1809209	FLEX LOC
Registration Number:	1794306	POL-E-LOC
Registration Number:	1978648	EASYSEAL
Registration Number:	2190194	SECURE LOC
Registration Number:	2997827	CONTOUR
Registration Number:	3195407	EASYFLOW
Registration Number:	2927230	AUTO-LOC
Registration Number:	3591278	AQUARIUS
Registration Number:	3420828	SECURSEAL
Registration Number:	3350793	FRESHSEAL
Registration Number:	3595288	THERMA
Registration Number:	3631883	OPTISEAL
Registration Number:	3778408	DUAL-LOC

CORRESPONDENCE DATA

Fax Number: 3127595646
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 3123571313
Email: maburto@btlaw.com
Correspondent Name: BARNES & THORNBURG LLP
Address Line 1: P.O. Box 2786
Address Line 4: Chicago, ILLINOIS 60690-2786

NAME OF SUBMITTER:	Brian J. McGinnis
Signature:	/Brian J. McGinnis/
Date:	08/20/2013

Total Attachments: 4
source=20130612145044#page1.tif
source=20130612145044#page2.tif
source=20130612145044#page3.tif
source=20130612145044#page4.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

Dated August 15, 2011

Assignment and Assumption Agreement (this "Agreement"), dated as of August 15, 2011, by and among Rexam Closures and Containers Inc. ("RCCI"), of 4201 Congress Street, Suite 340, Charlotte, North Carolina, U.S.A., Rexam Closure Systems Inc. ("RCSI"), of 1899 N. Wilkinson Way, Perrysburg, OH 43551 U.S.A., and Rexam Closures LLC ("RCLLC") and Rexam Closure Systems LLC ("RCSLLC") of 4201 Congress Street, Suite 340, Charlotte, North Carolina 28209, U.S.A.

RECITALS

WHEREAS, Rexam Inc., RCCI, RCSI, RCLLC, RCSLLC, Rexam Plastic Packaging Inc., Rexam Brazil Closure Inc., Rexam Beverage Can South America S.A. and Berry Plastics Corporation, of 101 Oakley Street, Evansville, IN 47710 U.S.A., contemplate the execution of that certain Equity Purchase Agreement ("EPA"); and

WHEREAS, in anticipation of the transactions to be effected pursuant to the EPA, RCCI wishes to transfer any and all of its US and Foreign intellectual property rights listed on Schedule 1 ("RCCI IP") to RCLLC; and

WHEREAS, in anticipation of the transactions to be effected pursuant to the EPA, RCSI wishes to transfer any and all of its US and Foreign intellectual property rights listed on Schedule 2 ("RCSI IP") to RCSLLC; and

AGREEMENT

NOW, THEREFORE, in consideration of the sum of 10 (ten) US dollars (\$10.00) and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of RCCI IP. RCCI hereby assigns, conveys and transfers to RCLLC all its right, title and interest in and to the RCCI IP and RCLLC hereby accepts such assignment, conveyance and transfer from RCCI.

2. Assignment of RCSI IP. RCSI hereby assigns, conveys and transfers to RCSLLC all its right, title and interest in and to the RCSI IP and RCSLLC hereby accepts such assignment, conveyance and transfer from RCSI.

3. Miscellaneous.

a. Each of the parties hereto represents and warrants to each other that (i) it has the requisite power, and has been authorized by all requisite action, to execute and deliver this Agreement and to perform its respective obligations hereunder, and (ii) this Agreement

Assignment and Assumption Agreement

constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

b. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.


c. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

d. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

Acknowledged and agreed to by:

REXAM CLOSURES AND CONTAINERS, INC.
and REXAM CLOSURE SYSTEMS, INC.

By: 
Name: Kirk W. Rudolph
Title: Corporate Counsel

Schedule 1, Intellectual Property of Rexam Closures and Containers Inc., Registered Trademarks and Trademark Applications

Case Reference	Trademark	Country	Registration	Current Status	Next Renewal Due
1 TMK-00611-US	TILT-TOP	US	23 Jul 1991	Renewal	23 Jul 2011
2 TMK-00604-US	DISPENSE-A-SEAL	US	20 Jul 2004	Registration	20 Jul 2014
3 TMK-00605-US	FLIP LOK	US	09 Oct 2007	Registration	09 Oct 2017
4 TMK-00607-US	SNAP LOK	US	20 Nov 2007	Registration	20 Nov 2017

Schedule 2, Intellectual Property of Rexam Closure Systems Inc., Registered Trademarks and Trademark Applications

Family Number	Trademark	Country	Application/Registration No.	Current Status
1	TMK-00356	BR	4757564	Registration
2	TMK-00356	US	1352840	Renewal
3	TMK-00380	US	1409448	Renewal
4	TMK-00391	US	1469088	Renewal
5	TMK-00432-2	US	2989763	Registration
6	TMK-00437	BR	825179742	Filing
7	TMK-00437	CO	07032742	Registration
9	TMK-00437	US	1809209	Renewal
10	TMK-00437	VE	P-293723	Registration
11	TMK-00438	US	1794306	Renewal
12	TMK-00441	US	1978648	Renewal
13	TMK-00463	US	2190194	Renewal
14	TMK-00489	CA	585657	Registration
15	TMK-00489	CONTOUR	473026	Renewal
16	TMK-00489	CONTOUR	817409	Registration
17	TMK-00489	CONTOUR	610801	Renewal
18	TMK-00489-1	CONTOUR	2997827	Registration
19	TMK-00501	US	3195407	Registration
20	TMK-00501	US	2006/25266	Registration
21	TMK-00501	ZA	2006/25267	Registration
22	TMK-00503	ZA[1]	2927230	Registration
23	TMK-00508	US	3591278	Filing
24	TMK-00513	US	3420828	Registration
25	TMK-00515	US	3350793	Registration
26	TMK-00516	US	3595288	Registration
27	TMK-00521	US	3631883	Registration
28	TMK-00600	BR	830376364	Filing
29	TMK-00600	US	3778408	Registration

TRADEMARK