FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

1/12-99

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U.S. Department of Commerce Patent and Trademark Office TRADEMARK

# RECORDATION FORM COVER SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).				
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X New	X Assignment License			
Resubmission (Non-Recordation) Document ID #  Correction of PTO Error Reel # Frame #	Security Agreement Nunc Pro Tunc Assignment  Effective Date Month Day Year  12/30/98  Change of Name			
Corrective Document Reel # Frame #	Other			
Communica Doctor	Mark if additional names of conveying parties attached  Execution Date Month Day Year  12/30/98			
radile we breder company, L.L.C.	12/30/96			
Formerly				
Individual General Partnership	Limited Partnership Corporation Association			
X Other Limited liability company				
X Citizenship/State of Incorporation/Organization	on Delaware			
Receiving Party				
	Mark if additional names of receiving parties attached			
Name Kranson Industries. Inc.				
DBA/AKA/TA				
Composed of				
Address (line 1) 460 North Lindbergh Boulevard				
Address (line 2)				
Address (line 3) St. Louis	Missouri 63141-7808 Zip Code			
Individual General Partnership  X Corporation Association				
Other	document from Assignment.)			
X Citizenship/State of Incorporation/Organization	on Missouri			
999 TT0H11 00000069 1223488 FOR 0	OFFICE USE ONLY			
40.00 OP	200 OK			

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0561-0027), Washington, D.C. 20603. See OMB. Information Collection Budget Package 0661-0027, Patent and Trademark Assignment Protectice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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**REEL: 1839 FRAME: 0476** 

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# Page 2

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

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Domestic Representative Name and Address	Enter for the first Receiv	ring Party only.			
Name					
Address (line 1)					
Address (line 2)	,				
Address (line 3)					
Address (line 4)					
Correspondent Name and Address Area Code and	Telephone Number 312-8	61-2420			
Name Daniel J. Schaeffer					
Address (line 1) Kirkland & Ellis					
Address (line 2) 200 E. Randolph Drive					
Address (line 3) Suite 5400					
Address (Nine 4) Chicago, Illinois 60601					
Pages Enter the total number of pages of the att including any attachments.	ached conveyance docum	ent # 6			
Trademark Application Number(s) or Registrati	on Number(s)	Mark if additional numbers attached			
Enter either the Trademark Application Number or the Registration N	umber (DO NOT ENTER BOTH IN	umbers for the same property).			
Trademark Application Number(s)	Registration	on Number(s)			
	1,223,488				
Number of Properties Enter the total number of p	roperties involved. #	1			
Fee Amount Fee Amount for Properties		40.00			
	Deposit Account				
Deposit Account					
(Enter for payment by deposit account or if additional fees can b  Deposit Account	e charged to the account.) t Number:      #	22-0440			
Authorization to	charge additional fees:	Yes X No			
Statement and Signature					
To the best of my knowledge and belief, the forego	ing information is true and co	orrect and any			
attached copy is a true copy of the original docume	ent. Charges to deposit accor	unt are authorized, as /			
12.	ielt Schaefer	1/8/98			
Daniel J. Schaeffer	Signature	Date Signed			
Name of Person Signing	7.3110.00				

EXPRESS MAIL NO.: EL223145423US DATE OF DEPOSIT: January 8, 1999

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this \_\_\_\_\_\_\_ day of December, 1998 (the "Effective Date") by and between W. Braun Company, L.L.C., a Delaware limited liability company, having a principal place of business at 460 North Lindbergh Boulevard, St. Louis, Missouri 63141-7808 ("Assignor"), and Kranson Industries, Inc., a Missouri corporation, having a principal place of business at 460 North Lindbergh Boulevard, St. Louis, Missouri 63141-7808 ("Assignee").

WHEREAS, Assignor has adopted and is using or intends to use the trademarks and the United States trademark registrations identified and set forth on Schedule A, including variations thereof (the "Marks"), and the goodwill of the business associated therewith; and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, including all foreign rights corresponding thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby assign, transfer and set over to Assignee its entire right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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;

together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

- 2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States or countries outside the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
- 3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (b) in the prosecution or defense of any interference, opposition, 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; (c) in obtaining any additional trademark 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 or for all foreign countries; and (d) in the implementation or perfection of this Assignment.

\* \* \* \* \*

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 30th day of December, 1998.

W. BRAUN COMPANY, L.L.C.	KRANSON INDUSTRIES, INC.
By: Mark Schoen  Title: Tregsurer	By: Mark Schoen  Name: Mark Schoen  Title: Treasurer
December , personally kn	e, 1998, there appeared before me <u>MARK SCHOEN</u> own to me, who acknowledged that he/she signed the act and deed on behalf and with full authority of  Callere L. Wilson  Notary Public
<u>December</u> , personally k	CAROLINE L. WILSON Notary Public — Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires: November 4, 2002  T., 1998, there appeared before me MARK Schoen nown to me, who acknowledged that he/she signed ary act and deed on behalf and with full authority of  Outline L. Wilson Notary Public

CAROLINE L. WILSON
Notary Public — Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: November 4, 2002

3

## SCHEDULE A

### **TRADEMARKS**

<b>COUNTRY</b> USA	<b>TRADEMARK NO.</b> 1,456,567	DESCRIPTION "Braun" Trademark	DATE ISSUED 09/08/87	STATUS Canceled (04/26/94)
USA	1,223,488	Expando Seal (Sealing Cover for Bottles and Jars)	01/11/83	Current
USA	964,844	Componetics (Packaging Service Comprising the Assembly of a Variety of Stock Components, such as Stock Bottles, Caps, Bases and the Like, and Label Treatment Therefor, to Produce a New Package Concept With a Custom Appearance)	07/24/73	Canceled (01/29/80)

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**RECORDED: 01/12/1999**