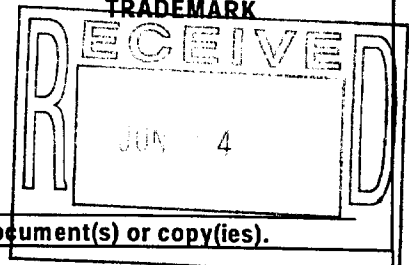


06-18-1999



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



me 06-14-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
05 14 1999

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

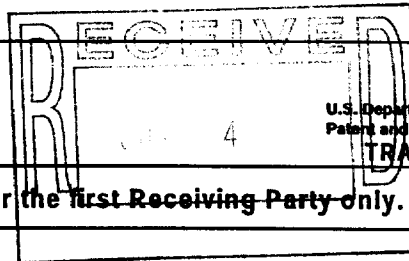
06/17/1999 NTHA11 00000117 0642740

01 FC:481 40.00 DP  
02 FC:482 175.00 DP

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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 001915 FRAME: 0795



**Domestic Representative Name and Address**

Enter for the first receiving party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0642740"/>	<input type="text" value="1163688"/>	<input type="text" value="1935364"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0876549"/>	<input type="text" value="0823206"/>	<input type="text" value="1688400"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="0954232"/>	<input type="text" value="1088777"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**Statement and Signature**

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. Charges to deposit account are authorized, as indicated herein.

Steven R. Glaser

Name of Person Signing

Signature

6/11/99

Date Signed

## ASSIGNMENT

**THIS ASSIGNMENT** is made, executed and delivered this 14th day of May, 1999, by Teepak Investments, Inc., a Delaware corporation ("Assignor"), to Duralam, Inc., a Wisconsin corporation ("Assignee").

### RECITALS

**A.** Devro-Teepak, Inc., a Delaware corporation ("Devro"), and Assignee entered into an Asset Purchase Agreement dated March 23, 1999 (the "Asset Purchase Agreement"), pursuant to which Devro agreed to sell and assign, and to cause Assignor to sell and assign, certain assets to Assignee.

**B.** Subsequent to the execution of the Asset Purchase Agreement, Assignee assigned certain of its rights and obligations under the Asset Purchase Agreement to DT Acquisition Corp., a Wisconsin corporation ("DT Acquisition").

**C.** Assignor, as an affiliate of Devro, expects to derive substantial economic benefit from the sale of the Assets (including the items assigned hereunder) by Devro and its affiliates to Assignee and/or DT Acquisition.

**D.** Assignor has used the trademarks identified on Exhibit A attached hereto (the "Trademarks").

Therefore, for the good and valuable consideration given by Assignee and/or DT Acquisition to Devro and/or Assignor as provided in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor, and in consideration of these premises and the mutual promises and covenants contained in the Asset Purchase Agreement, Assignor agrees as follows:

1. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Asset Purchase Agreement.

2. **Conveyance.** Assignor, by these presents, does hereby grant, sell, convey, transfer, assign, set over, release and confirm unto Assignee, and its successors and assigns, all right, title and interest in and to (a) the Trademarks and their registrations, the goodwill connected with the use of and symbolized by the Trademarks and their registrations, all rights of action arising therefrom and all claims for damage or other remedies by reason of past infringement thereof; (b) any Intellectual Property owned by Assignor; and (c) any Undocumented Intellectual Property owned by Assignor.

3. **Other Provisions.** This Assignment is executed, made and delivered in accordance with and is subject to the representations, warranties and covenants, including all limitations thereon, set forth in the Asset Purchase Agreement including, without limitation, Section 3.14 thereof. In the event of any conflict or inconsistency between the terms of this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

4. **Further Assurances.** Assignor, for itself and its successors and assigns, further covenants and agrees that Assignor and its successors and assigns shall execute and deliver, or shall cause to be executed and delivered, such other instruments of transfer and assignment and other documents and take such other actions as Assignee may reasonably request in order to vest in Assignee and its successors and assigns those items described in Section 2 hereof and all other rights intended to be assigned and transferred to Assignee hereby.

5. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Wisconsin (without giving effect to conflicts of laws principles).

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be duly executed by its authorized representatives on the date first above written.

**ASSIGNOR:**

TEEPAK INVESTMENTS, INC.

By: Martha A. Leonard  
Martha A. Leonard, President

Attest: Jeffrey N. Smith  
Jeffrey N. Smith, Assistant Secretary

STATE OF Illinois )  
COUNTY OF Cook )SS

On this 14<sup>th</sup> day of May, 1999, personally appeared before me Martha A. Leonard and Jeffrey N. Smith of Teepak Investments, Inc. and acknowledged that she/he is the President and Assistant Secretary of Teepak Investments, Inc., respectively, and that by authority duly given and as an act of Teepak Investments, Inc., the foregoing instrument was executed in its name by duly authorized officers by authority of Teepak Investments, Inc.'s Board of Directors.

Subscribed and sworn to before me  
this 14<sup>th</sup> day of May, 1999.

Wanda M Sulikowski  
Notary Public  
My commission: 7/10/2000

OFFICIAL SEAL  
WANDA M SULIKOWSKI  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JULY 10, 2000