

6-21-99

RECORDATION ESTIMATE  
06-30-1999

ET  
Y

Docket No.:



101079736

attached original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Nomaco Inc.

- Individual(s)
- General Partnership
- Corporation-State North Carolina
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: May 24, 1999

2. Name and address of receiving party(ies):

Name: Nomacorc, LLC

Internal Address: \_\_\_\_\_

Street Address: 505 NMC Drive

City: Zebulon State: NC ZIP: 27597

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/328,785

Additional numbers

B. Trademark Registration No.(s)

2229629

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Melvin I. Stoltz

Internal Address: \_\_\_\_\_

Street Address: 51 Cherry Street

City: Milford State: CT ZIP: 06460

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:



06-21-1999

U.S. Patent & TMOfr/TM Mail Rcpt Dt. #40

DO NOT USE THIS SPACE

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40.00 OP

9. 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.

Marc Noel

Name of Person Signing

*Marc Noel*

Signature

6.4.99

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

REEL: 001921 FRAME: 0177

## ASSIGNMENT OF CERTAIN INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF CERTAIN INTELLECTUAL PROPERTY (this "Assignment") is made as of the 31st day of December 1998, by NOMACO INC., a North Carolina corporation ("Assignor") to NOMACORC, LLC, a North Carolina limited liability company ("Assignee").

### WITNESSETH:

WHEREAS, in exchange for the promise by Assignee to Assignor to pay Assignor \$1,500,000.00 (USD), which promise is evidenced by and payable in accordance with that certain Promissory Note by Assignee in favor of Assignor dated as of the date hereof (the "Note"), Assignor has agreed to (i) sell, transfer, assign and convey to Assignee certain intellectual property assets, in accordance with the terms of this Assignment; (ii) sell, transfer, assign and convey to Assignee certain patents, in accordance with the terms of that certain Assignment of Patents by Assignor in favor of Assignee dated as of the date hereof (the "Patent Assignment"); and (iii) license to Assignee certain intellectual property assets, in accordance with the terms of that certain Intellectual Property License Agreement by and between Assignor and Assignee dated as of the date hereof (the "License Agreement"); and

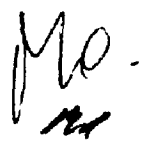
WHEREAS, Assignor desires to effect the sale, transfer, assignment and conveyance to Assignee of the right, title and interest of Assignor in and to certain intellectual property assets, in accordance with the terms of this Assignment.

NOW, THEREFORE, in consideration of the above recitals, the Note and the amounts payable thereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest, legal and equitable, in and to the assets and property described below which have been developed, acquired, used, applied, or relate, principally to, or principally in respect to, synthetic cork for use as closures and/or the synthetic cork division of Assignor's business (such assets and property, collectively, the "Intellectual Property Assets"):

(a) all United States (including the individual states and territories of the United States) and foreign registered trademarks, service marks and trade names; unregistered trademarks (including trade dress), service marks and trade names; trademark, service mark and trade name applications together with the goodwill associated with each of the foregoing; registered copyrights; unregistered copyrights; pending copyright registrations or applications; trade secrets; inventions, discoveries and improvements, whether patentable or not; patents and patent applications; know-

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TRADEMARK  
REEL: 001921 FRAME: 0178

how; engineering, production and marketing techniques, processes, formulas, research and strategies; computer programs and software; confidential and proprietary information including without limitation the assets and property identified or described at Exhibit A attached hereto and incorporated herein; and

(b) all information, data, books, records, papers, instruments, drawings, designs, specifications, layouts, blueprints, plans, proposals, reports, studies, research results and materials and other documents, information and materials of whatever nature and wherever located, whether readable or accessible in written form, by computer or otherwise, which relate to or are derived from any of the Intellectual Property Assets described in subsection (a) above.

2. In consideration of this Assignment and other sufficient consideration, Assignee assumes the obligations of Assignor under the Transfer and License Agreement made effective as of August 19, 1997 by and between Gert Noël and Assignor and Assignor transfers and assigns to Assignee any and all of its rights in respect thereto.

3. This Assignment is made and entered into by Assignor simultaneously and together with (a) the Patent Assignment and (b) License Agreement. Assignor hereby agrees that the Note and the amounts payable thereunder shall constitute good, valuable and sufficient consideration for the obligations of Assignor under this Assignment, the Patent Assignment and the License Agreement.

4. Assignor agrees that upon request of Assignee, at any time and from time to time, Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to further evidence the sale, assignment, transfer and conveyance of the Intellectual Property Assets to Assignee hereunder, or to aid or assist Assignee in reducing to its possession, title to and possession of any and all of the Intellectual Property Assets sold, assigned, transferred and conveyed hereby. Assignor shall deliver to Assignee promptly upon request further instruments of assignment of all Intellectual Property Assets as may be registered in a form recordable in the records of the government or jurisdiction in which Assignee desires to register or record this Assignment and its ownership of such Intellectual Property Assets.

5. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the conflicts of laws provisions thereof.




7. This Agreement may be executed through the use of separate signature pages and in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one Agreement binding on all of the parties notwithstanding that all parties are not signatories to the same counterparts.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

NOMACO INC.

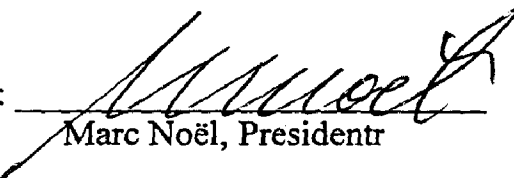
By:   
\_\_\_\_\_  
Michael Dannin  
CEO

The foregoing assignment is hereby accepted.

ASSIGNEE:

NOMACORC, LLC.


By: American Nomafin, Inc.

By:   
\_\_\_\_\_  
Marc Noël, President

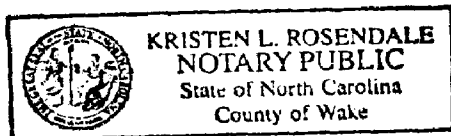
STATE OF NORTH CAROLINA

COUNTY OF WAKE

On this 24~~th~~ day of March, 1999, personally came before me Michael Dannin, who, being by me duly sworn, certified that he is the Chief Executive Officer of Nomaco Inc., that the foregoing instrument was executed by him on behalf of Nomaco Inc. effective as of December 31, 1998 by its authority duly given and Michael Dannin as the Chief Executive Officer of Nomaco Inc. acknowledges the said writing to be the act and deed of such corporation.



Notary Public



NOTARIAL SEAL:

My commission expires: 10-23-2001

*Mo.*

**EXHIBIT A**  
**TO**  
**ASSIGNMENT OF CERTAIN INTELLECTUAL PROPERTY**  
**EFFECTIVE AS OF DECEMBER 31, 1998**

<u>Number</u>	<u>Matter Title</u>	<u>No.</u>	<u>Date</u>
319.082	NOMACORC Trademark Application	SN 75/328, 785,	published
319.082.02	NOMACORC Argentina Trademark Application		Pending
319.082.03	NOMACORC Australia Trademark Application	746223	10/15/97
319.082.04	NOMACORC Chile Trademark Application	Allowed, Should Issue 3/99	Pending
319.082.05	NOMACORC South Africa Trademark Application		Pending

*no*  
*Mo*  
0043744.01  
LIB: