

09-24-1999

SHEET

Docket No.:

NLY



101153782

Tab settings

To the Honorable Commissioner of Patents and Trademarks, record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Alpha Enterprises, Inc. *md 9-22-99*

- Individual(s)
- General Partnership
- Corporation-State **Ohio**
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 8/2/99

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

Name: AEI Acquisition LLC

Internal Address: c/o Palladium Equity Partners LLC,

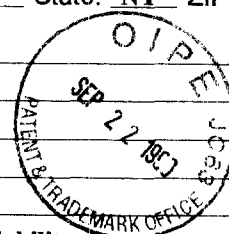
Street Address: 1270 Avenue of the Americas, Suite 2200

City: New York State: NY ZIP: 10020

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State

Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No



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

A. Trademark Application No.(s)

75/268,414    75/642,604    75/702,655  
75/407,805    75/645,400    75/702,656  
75/538,911    75/659,757    75/702,657

B. Trademark Registration No.(s)

1,436,326    2,062,257    2,131,033  
1,635,354    2,123,134    2,133,307  
1,667,995    2,127,727

Additional numbers attached?  Yes  No

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

Name: Elizabeth Miller Roesel, Esq.

Internal Address:

**CROWELL & MORING LLP**

Street Address: 1001 Pennsylvania Avenue, N.W.

City: Washington, D.C. State: \_\_\_\_\_ ZIP: 20004

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

**18**

7. Total fee (37 CFR 3.41):.....\$ 465

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3836

09/24/1999 MTHA11 00000009 75268414

DO NOT USE THIS SPACE

01 FC:481                      40.00 OP  
 02 FC:482                      425.00 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.

Elizabeth Miller Roesel

Name of Person Signing

*Elizabeth M. Roesel*

Signature

Sept. 22, 1999

Date

Total number of pages including cover sheet, attachments, and document: **7**

TRADEMARK

REEL: 001963 FRAME: 0823

4.A. Trademark Application Nos. (continued):

75/704,181

1655434

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 2<sup>nd</sup> day of August, 1999 ("Effective Date"), by and between Alpha Enterprises, Inc., an Ohio corporation, with its principal office at 6370 Wise Avenue, N.W., North Canton, Ohio 44720 ("Alpha" or "Assignor"), and AEI Acquisition LLC, a Delaware limited liability company, with its principal office at c/o Palladium Equity Partners LLC, 1270 Avenue of the Americas, Suite 2200, New York, New York 10020 ("AEI" or "Assignee").

WHEREAS, pursuant to an Asset Purchase Agreement dated July 30, 1999 among Alpha Enterprises, Inc., Mediapak Corporation and AEI Acquisition LLC, Alpha is selling certain assets to AEI;

WHEREAS, Assignor is and hereby represents and warrants that it is the sole and exclusive owner of the entire right, title and interest in, to and under those United States and foreign trademarks, trademark registrations and trademark applications identified and set forth on Schedule A (the "Trademarks") respectively; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Trademarks, for the United States and all foreign countries, together with the good will of the business in connection with which the said Trademarks are used, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or

other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that its right, title and interest in and to the Trademarks set forth on Schedule A are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide 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, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any of the trademark applications assigned herein; (2) in the prosecution or defense of any opposition, interference, cancellation, infringement or other proceeding that may arise in connection with any of the Trademarks assigned herein, including, but not limited to, testifying as to any facts relating to the trademark rights assigned herein and this Assignment; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the

implementation or perfection of this Assignment in the United States or any other country.

\* \* \* \* \*

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by their undersigned duly authorized

officers.

ALPHA ENTERPRISES, INC.

By: [Signature]

Name: Andrew W. Mook

Title: EXECUTIVE VICE PRESIDENT

AEI ACQUISITION LLC

By: [Signature]

Name: CHRISTY SADLER

Title: PRESIDENT

STATE OF )  
COUNTY OF )

On this 2nd day of August, 1999, there appeared before me Andrew Mook, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Alpha Enterprises, Inc.

[Signature]  
Notary Public

PATRICIA A. MCCABE  
NOTARY PUBLIC, State of New York  
No. 01MC4979287  
Qualified in Nassau County  
Commission Expires: March 25, 2001

STATE OF )  
COUNTY OF )

On this 2nd day of August, 1999, there appeared before me Christy Sadler, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of AEI Acquisition LLC.

[Signature]  
Notary Public

PATRICIA A. MCCABE  
NOTARY PUBLIC, State of New York  
No. 01MC4979287  
Qualified in Nassau County  
Commission Expires: March 25, 2001

1637454

**SCHEDULE A**

<b>MARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
ALPHA PAK	US			75/268,414	10/6/97
EZHUB	US			75/407,805	12/18/97
RENTAL READY	US			75/538,911	8/19/98
PROGUARD	US			75/642,604	2/18/99
ALPHA	US			75/645,400	2/22/99
TRIMPAK	US			75/659,757	3/12/99
ALPHA CASE & Design	US			75/702,655	5/10/99
ALPHA MEDIA PACKAGING SOLUTIONS	US			75/702,656	5/10/99
ALPHA CASE	US			75/702,657	5/10/99
ALPHA MEDIA PACKAGING SOLUTION & Design	US			75/704,181	
AUDIOGARD	US	1,436,326	4/14/87	73/617,638	9/2/86
ALPHA (stylized)	US	1,635,354	2/19/91	73/835,316	11/1/89
SQUEEZE-BOX	US	1,667,995	12/10/91	74/047,671	4/10/90
VIDEO CAPSULE	US	2,062,257	5/13/97	75/019,101	11/13/95
ALPHA	US	2,123,134	12/23/97	75/146,861	8/8/96
DURA-CASE	US	2,127,727	1/6/98	75/077,254	3/22/96
CD CAPSULE	US	2,131,033	1/20/98	75/019,104	11/13/95
AUDIO CAPSULE	US	2,133,307	1/27/98	75/122,842	6/20/96
ALPHA	Australia			781055	12/16/98
VIDEOSAVER	Canada	322,941	1/23/87	545,955	7/11/85

1637726