



ab settings

To the Honorable Commissioner of Patents

101165525

Send original documents or copy thereof.

Name of conveying party(ies):

Precise Technology, Inc.

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State

Other

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

Nature of conveyance: MRD 10-8-99

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: Sept 30, 1999

2. Name and address of receiving party(ies)

Name: Precise Intellectual Property Holdings Company, Inc.

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

Street Address: 220 Lake Drive

City: Newark State: DE ZIP: 19702

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Delaware

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designator is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,123,729

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

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:

N/A

(Attach duplicate copy of this page if paying by deposit account)

10/07/1999 DNGUYEN 00000058 1123729

DO NOT USE THIS SPACE

01-FG-401

10.00-00

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.

Laura Konrath

Name of Person Signing

[Signature]  
Signature

10/1/99  
Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 001971 FRAME: 0737

# PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT is entered into as of Sept 30, 1999 (this "Assignment") by and between Precise Technology, Inc., a Delaware corporation headquartered at 501 Mosside Boulevard, North Versailles, Pennsylvania 15137-2553 (together with its successors and permitted assigns, "Assignor"), and Precise Intellectual Property Holdings Company, Inc., a Delaware corporation having a place of business at 220 Lake Drive, Suite 300, Newark, Delaware 19702-3319 (together with its successors and permitted assigns, "Assignee"). "Affiliate" means, with respect to any person, any wholly or partially owned subsidiary of such person, and any person, firm, corporation, or other legal entity, affiliated with or under the common control of or with such person, its shareholders, directors, executive officers or subsidiaries.

## RECITALS:

A. Assignor is engaged in the business of (i) the manufacture of precision plastic products, focusing on three broad markets: healthcare, packaging and consumer/industrial products, with its expertise in providing total project management, including value-added services, for the manufacture of highly engineered, close tolerance products, such as disposable medical devices, thin-wall consumer products containers and electrical connectors and (ii) mold product design, prototype development, mold design and mold manufacturing, focusing on high cavitation, close tolerance molds for the healthcare, packaging and consumer/industrial markets (the "Business");

B. Assignor and Assignee have entered into that certain Intangible Property Assignment of even date herewith (as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "IP Assignment") providing, subject to the terms and conditions set forth therein, for the contribution, transfer, conveyance, assignment and delivery by Assignor to Assignee of all of Assignor's right, title and interest in, and to the Intangible Property (as such term is defined in Section 1 of the IP Assignment) pertaining thereto.

C. Assignor has adopted, used and is using certain marks described on Schedule A hereto which are registered in the United States Patent and Trademark Office (the "PTO"); (collectively, the "Registered Trademarks").

D. Assignor has adopted, used and is using certain marks described on Schedule B hereto for which applications for registration are pending in the PTO; (the "Pending Trademarks"; and, together with the Registered Trademarks, the "Trademarks").

E. Assignor owns certain patents described on Schedule C hereto which were issued by the PTO; (collectively, the "Issued Patents").

F. Assignor owns certain inventions where are the subject of pending patent applications described on Schedule D hereto which are pending in the PTO; (the "Pending Patent Applications"; and, together with the Issued Patents, the "Patents").

G. Assignor desires to contribute and assign to Assignee (or to cause its Affiliates to contribute and assign to Assignee), and Assignee desires to accept from Assignor (or Assignor's Affiliates), the Patents and the Trademarks, together with the goodwill of the Business symbolized by such Trademarks.

H. Assignor is a party to that certain credit agreement, dated as of June 13, 1997, by and among Assignor, as borrower, Precise Holding Corporation, a Delaware corporation, certain subsidiaries of Assignor then existing, the lenders party thereto (the "Lenders") and Fleet National Bank, as collateral agent (the "Agent") thereunder, pursuant to which, Assignor has granted a security interest in and liens upon the Intangible Property, *inter alia*, to the Agent for the benefit of the Lenders (the "Fleet Liens");

**NOW, THEREFORE**, in consideration of the Recitals and the mutual agreements and covenants contained herein and in the IP Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Assignor hereby assigns and sets over unto, and contributes, transfers, conveys and delivers to, Assignee, the following, all subject to the Fleet Liens:

(a) Assignor's entire right, title and interest in and to the Trademarks in the United States and in all foreign countries, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions thereof, together with the goodwill of the Business symbolized by such Trademarks; and

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor have or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

2. Patent Assignment. Assignor hereby assigns and sets over unto, and contributes, transfers, conveys and delivers to, Assignee the following, all subject to the Fleet Liens:

(a) Assignor's entire right, title and interests in and to the Patents, and any continuations, deliveries and reissues thereto, in the United States and in all foreign countries, whether or not such Patents have been issued prior to, on or after the date of this Assignment, and any and all renewals and extensions thereof; and

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any

Patent prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name.

3. Further Assurances. Each of Assignor and Assignee agrees that it shall do, execute, acknowledge and deliver, at the other party's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by the other party to further effect and evidence the transactions contemplated hereby. Assignor hereby further covenants and agrees that Assignor will communicate to Assignee facts known to Assignor respecting any of the Intangible Property, and will testify in legal proceeding, sign lawful papers, execute divisional, continuing and reissue applications, make rightful oaths and generally render all commercially reasonable aid to Assignee to obtain and enforce Assignee's rights in the Intangible Property, including, without limitation, proper patent protection for the Improvements in all countries.

4. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

5. Amendment. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, amendment, change, modification, extension or discharge is sought. Any waiver, amendment, change, modification, extension or discharge of this Assignment must have the prior approval of the Agent unless otherwise permitted by the terms of the Credit Agreement.

6. No Third-Party Beneficiaries. Nothing expressed or implied in this Assignment is intended to confer upon any person or entity, other than the parties hereto (and Assignor's Affiliates), or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

7. Governing Law; Venue. The parties hereto agree that (i) this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts to be performed wholly within such State and (ii) the state and federal courts sitting in the State of Delaware shall have the sole jurisdiction to hear and resolve any disputes arising hereunder.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

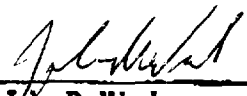
9. IP Assignment Governs. Notwithstanding anything in this Assignment to the contrary, the terms and provisions of the IP Assignment shall control the extent of the sale and assignment made pursuant to this Assignment.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Patent and Trademark Assignment to be executed as of the date first written above.

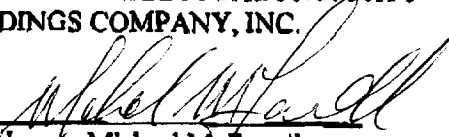
PRECISE TECHNOLOGY, INC.

By: 

Name: John R. Weeks

Title: President

PRECISE INTELLECTUAL PROPERTY HOLDINGS COMPANY, INC.

By: 

Name: Michael M. Farrell

Title: Executive Vice President

*Pennsylvania*  
 STATE OF NEW YORK )  
 ) SS:  
 COUNTY OF NEW YORK )  
*Allegheny*

On this 24th day of September, 1999 before me appeared John R. Weeks, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

*Darlene B. Deffenbaugh*  
 Notary Public

My commission expires:

9/25/2000

Notarial Seal  
 Darlene B. Deffenbaugh, Notary Public  
 North Versailles Twp., Allegheny County  
 My Commission Expires Sept. 25, 2000  
 Member, Pennsylvania Association of Notaries

Pennsylvania  
 STATE OF NEW YORK )  
 ) SS:  
 COUNTY OF NEW YORK )  
 Allegheny

On this 24th day of September, 1999 before me appeared  
Michael P. Gane the person who signed this instrument, who acknowledged that he/she  
 signed it on behalf of the identified corporation with authority to do so.

Darlene B. Deffenbaugh  
 Notary Public

My commission expires:

9/25/2000

Notarial Seal  
 Darlene B. Deffenbaugh, Notary Public  
 North Versailles Twp., Allegheny County  
 My Commission Expires Sept. 25, 2000  
 Member, Pennsylvania Association of Notaries



## SCHEDULE A

### Registered Trademarks

Registration No. 1,123,729, for aerosol and spray pump actuators and valves, all being part and fittings for containers, registered August 7, 1979, expires August 7, 1999.

SCHEDULE B

Pending Trademark Applications

None.

## SCHEDULE C

### Issued Patents

Patent No. 5,275,291, for a tablet dispenser, issued January 4, 1991, expires January 4, 2011; held by Precise TMP, Inc.

Patent No. 4,770,069, for a hand-held cap opener for child-resistant containers, issued September 13, 1988, expires September 13, 2005; held by Precise Technology, Inc.

SCHEDULE D

Pending Patent Applications

None.